OPENING OF THE ROYAL COURTS OF JUSTICE, ULSTER p. 395
DIVORCE OF BRITISH SUBJECTS IN FRANCE .. .. p. 396

The Solicitors' Journal

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PUBLIC NOTICES.

FEDERATION OF PROGRESSIVE SOCIETIES AND INDIVIDUALS.

A meeting to commemorate the services of the late Mr. Justice McCardie to the cause of sexual and marriage law reform will be held at Conway Hall on Thursday, 15th June, at 8 p.m. Chairman: C. E. M. Joad, Dr. Edith Summerskill, H. W. Paton, Barrister-at-Law, Norman Haire, Ch.M., M.B., Alec Craig and others.

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The Solicitors' Journal

VOL. LXXVII. **Saturday, June 10, 1933.** No. 23

Current Topics: Chief Chancery Master—The Cruelty to Dogs Act—Access to House from Highway—Common Employment — County Court Costs on the Higher Scale—Urban Authorities and Private Square Gardens 393
Opening of the Royal Courts of Justice, Ulster 395
Divorce of British Subjects in France 396
Company Law and Practice 397
A Conveyancer's Diary 398
Landlord and Tenant Notebook .. 400
Our County Court Letter 400
In Lighter Vein 401
Obituary 401
Reviews 402
Books Received 402
Points in Practice 403
Notes of Cases—
Clark *v.* Mead 404
Pearl Assurance Co. Ltd. *v.* Bromley 404
Intract *v.* Intract, otherwise Jacobs 404
Mason *v.* Mason and Cottrill (Trist intervening) 405
Table of Cases previously reported in current volume 405
Societies 406
Rules and Orders 407
Parliamentary News 407
Legal Notes and News 407
Stock Exchange Prices of certain Trustee Securities 408

Current Topics.

Chief Chancery Master.

In the list of lawyers upon whom honours have been conferred by the King on the occasion of his birthday, solicitors will note with much satisfaction the name of the Chief Chancery Master, Mr. Joseph Henry Pollock Chitty, who has received a knighthood, a worthy recognition both of the importance of the office and of his personal distinction. Time was, and that not so very far distant, when the Chancery Masters were merely designated Chief Clerks, a title which scarcely did justice to the importance of the work which came within their province, and it was consequently fitting that their status should be enhanced by the more dignified title of Masters. To the new Knight, who, as his names indicate, can lay claim to a distinguished legal lineage both on the paternal and maternal sides—the Chittys and the Pollocks being great names in the law—we offer our heartiest congratulations on the new honour that has come to him.

The Cruelty to Dogs Act.

This statute—the full title of which is the Protection of Animals (Cruelty to Dogs) Act, 1933—does not look like a piece of very effective legislation. It is in reality an extension of the Protection of Animals Act, 1911, and only applies to dogs. It provides that when a person has been convicted of the offence of cruelty to a dog the court may order him to be disqualified for keeping a dog and for holding or obtaining a dog licence for such period as the court thinks fit. Where a person who is disqualified by virtue of an order under this section is the holder of a dog licence, the licence is to be suspended so long as the disqualification continues in force, and will, during the time of suspension, be of no effect. The maximum penalty for keeping a dog or applying for or obtaining a licence during disqualification is £25 and/or three months' imprisonment. It seems pretty obvious that the statute is full of loopholes, inasmuch as it cannot have any deterrent effect upon a person who is minded to be cruel to *somebody else's* dog; and as for the prohibition against *keeping*, it would appear that if a person convicted of cruelty wants to keep a dog all he has to do is to let it belong to some other member of his household who would take out the licence and claim ownership. The whole vitality of the Act rests on the meaning of "keeping," which is to have the same meaning as is denoted in s. 8 of the Dog Licences Act, 1867. The material part of that section reads as follows: "Every person in whose custody, charge or possession, or in whose house or premises, any dog shall be found or seen shall be deemed to be the person who shall keep such dog, unless the contrary be proved." There are so many cases in which the person owning the dog kept in a house is not the householder that it would appear reasonable to suppose that reliance upon this definition in regard to the new statute relating to cruelty will encourage a great deal of evasion. On the whole we do not think that the statute bears on its face the prospect of being a great success—but time will show.

Access to House from Highway.

The tendency in recent years on the part of local authorities and other public bodies to put forward claims under public or private Acts which would have the effect of depriving citizens and ratepayers of their ordinary common law rights, in the supposed interest of the general public, is well illustrated by the case of *Marshall* v. *Blackpool Corporation*, a decision of the Divisional Court reported in the May number of the Law Reports [1933] 1 K.B. 688. The claim did not succeed, but the corporation are taking the matter higher. The appellants, Messrs. Marshall, owned 1 St. Chad's Road, Blackpool (whether business or private premises is not stated), and desired to make a communication for horses and vehicles from their premises across the footpath into the highway. The procedure is regulated by s. 62 of the Blackpool Improvement Act, 1879, which requires the applicant to submit a plan with dimensions, showing the provision for kerbing and a paved crossing, to the corporation, and authorises him, after obtaining the sanction of the corporation, to execute the work at his own expense, and to the satisfaction of the town surveyor. Until this is done any person driving a horse or vehicle across the footway is liable to a penalty of £5. The applicants complied with the statutory conditions and submitted plans, but the corporation refused their application, on grounds based on the safety of the public, the convenience of pedestrians and vehicular traffic, and the possible effect of a town planning scheme, none of which matters are referred to in the material portion of the local Act. Almost exactly similar sections are to be found in many other local Acts, and one such came before the court in *Tottenham Urban District Council* v. *Rowley* [1912] 2 Ch. 633, where, however, it was the private owner who disputed the right of access. In the *Blackpool Case* the applicants appealed to Quarter Sessions, which allowed the appeal, but stated a case. The Divisional Court (Lord Hewart, C.J., and Avory and Branson, JJ.) unanimously dismissed the corporation's appeal. It was laid down by Lord Selborne in *Lyon* v. *Fishmongers Company*, 1 App. Cas. 662, 684, that the owner of property adjoining a highway has a private right of immediate access to the highway, distinct from his right as one of the public to use the highway. That right cannot be taken away or curtailed by statute, without giving the owner a right to compensation unless the intention to do so is expressed in unequivocal terms: *Central Control*

Board v. *Cannon Brewery Co.* [1919] A.C. 744. And here no such intention was expressed, though the corporation contended that it was implied. The right of access by motors and other vehicles to hotels, restaurants and other premises where there is room to accommodate a vehicle is a common law right which differs not in kind, but only in degree, from that of the householder to walk across the footpath to enter into his own front door. An Englishman's house can hardly be regarded as his castle if some outside authority forbids him to ride or drive into his own front gateway.

Common Employment.

ALTHOUGH by statutes various inroads have been made upon the doctrine of common employment, we are every now and again reminded that it still fills a not unimportant place in our legal system, although it is scarcely one upon the retention of which we can feel any pleasure. According to one writer, the establishment of the doctrine as part of English law was due either to the fertility of the cerebral processes of Lord ABINGER, or to the temerity of the plaintiff in the action of *Priestley* v. *Fowler* (1837), 3 M. & W. 1, in being the first servant who dared to sue his master in the particular circumstances. The late Dr. KENNY obviously did not think highly of the doctrine, for, as he pointedly put it, "Lord Abinger planted it, Baron Alderson watered it, and the Devil gave it increase," for it spread to Scotland and also to the United States. Its introduction may well be deplored, but even more regrettable has been its extension into regions which might have staggered even Lord ABINGER. Only the other day it was invoked to exclude liability where a person attempted to stop a runaway horse on the invitation of the driver who was in difficulties, and although, owing to the fact that the doctrine had not been pleaded, the defence of common employment could not be relied on, no doubt was cast upon the principle. Indeed, there could be no doubt that such a defence is applicable to a claim for damages in respect of injuries received by a volunteer who by the very act of lending assistance makes himself all unconsciously a fellow servant of the person whom he has sought to help in overcoming a difficulty. In *Bass* v. *Hendon Urban District Council* (1912), 28 T.L.R. 317, the plaintiff, a boy of fourteen, had been invited by the council's firemen, along with other boys, to assist in pulling the fire-escape home after it had been used in fire drill, and had been injured in so doing. It was held by the Court of Appeal that the boy was in common employment with the firemen, and that the doctrine disabled him from recovering. A like decision was given some years later in *Heasmer* v. *Pickfords* (1920), 36 T.L.R. 818, where again a boy of fourteen was injured in helping the driver of the defendants' van by leading one of the horses attached thereto, and again it was held that the doctrine was a fatal bar to his right to recover. Is it not time that this doctrine should disappear from English law ?

County Court Costs on the Higher Scale.

A CORRESPONDENT calls attention to reports which have appeared in the public press of two cases heard by His Honour Judge AUSTIN JONES at Chichester County Court, in the first of which the Pharmaceutical Society claimed to recover a penalty of £5 from a person named Shemilt for using the title "M.P.S." (implying by the use of these letters that he was a member of the Society), and in the second of which the same plaintiff society claimed to recover a similar penalty from Newtown Pharmacy, Ltd., for "keeping open shop for the sale of poison" contrary to the provisions of the Pharmacy Acts—it being alleged in the last-mentioned case that a bottle of "Lysol" was supplied which the company were not legally entitled to supply. There was no appearance for the defence in either case, and after hearing formal evidence His Honour gave judgment for the plaintiff society and in each case, according to the reports, certified for costs to be awarded on scale "B." It is not stated on what ground this order as to costs was made against the company, but according to the *Pharmaceutical Journal* the award of costs on the higher scale against the defendant Shemilt followed an observation by His Honour to the effect that the defendant's conduct in using the letters "M.P.S." amounted to "committing a fraud on the public and the case should be given every publicity." The power to award these higher scale costs is given by s. 119 of the County Courts Act, 1888, where "the action involved some novel or difficult point of law, or the question litigated was of importance to some class or body of persons, or of general or public interest." In *R.* v. *City of London Court Judge* (1886), 18 Q.B.D. 105, it was held that the question whether one of the parties to an action has committed perjury is not a question of general or public interest; and in *Day* v. *Day* (1916), 60 SOL. J. 354, that the question arising incidentally in a county court action whether a wife was guilty of adultery was of no importance to other wives. In view of the fact that there must have been hundreds, if not thousands, of these £5 civil claims brought by the Pharmaceutical Society during past years, it would be of interest to know whether in any previous case—defended or undefended—the society has been awarded costs on the higher scale. In a large number of cases the money gets paid into court and no hearing takes place at all. It would seem, therefore, that an application for the higher scale of costs might be made even in those cases.

Urban Authorities and Private Square Gardens.

THE action of the L.C.C. in taking over control of a North London square draws attention to the wide powers given by an old and rather forgotten Act. The authorities of any city or borough have the right to "take charge" of any square, crescent, etc., within their boundaries and which has been dedicated to the use of the inhabitants of the square. Section 1 of the Town Gardens Preservation Act, 1863, imposes two conditions precedent to taking action under it, first, there must have been neglect to keep up the garden in question; and secondly, before actually taking charge the authority must put up a notice or notices that they intend to do so. If, within six months after notice, the owners do not agree to maintain the garden, then the authority has the right to vest it in the "vestry or Board" (now borough councils) within whose district it is, "who shall thenceforth take charge of and maintain the same as an open place or street." Further, by s. 4, they may make regulations and bye-laws, subject, however, to the assent of a Judge of the High Court, or of the justices in Quarter Sessions. The importance and meaning of the condition that the inhabitants must have some legal right in the square was shown by *Tulk* v. *Metropolitan Board of Works*, L.R. 3, Q.B. 682, one of the numerous cases to which Leicester-square has given rise. It was held there by the Court of Exchequer Chamber that a mere restrictive covenant was not enough basis for the Metropolitan Board of Works to "take charge" of the square under the Act. It is, indeed, a curious Act, and it is rather surprising that there has not been more frequent recourse to it all over the country. Not the least curious feature of the Act is that on the failure to maintain the square or garden for the enjoyment of a very restricted body—a failure probably in no way the fault of that body—the right of enjoyment becomes turned into one for the whole public of the district, a remarkable way of meeting a private grievance. As to the expression "take charge" which is used throughout the Act, this is the merest euphemism for "appropriate the fee simple," for after it has once taken place, the rights of all private persons are completely extinguished and the square becomes an open space. Nor does the end of s. 1, though apparently reserving all existing rights, hold out much consolation when it is remembered that such rights are compulsorily shared with the general public.

Opening of the Royal Courts of Justice, Ulster.

THE building provided at Belfast by His Majesty's Government of the United Kingdom, to house the Supreme Court of Judicature of Northern Ireland, was formally opened by the Governor (the Duke of Abercorn) " in the name and on behalf of His Majesty the King," on the afternoon of 31st May.

The Governor, after arriving in state and inspecting the guard of honour, proceeded, with the Minister of Home Affairs in attendance, to the main entrance, and was there received by the Lord Chief Justice (The Right Hon. Sir William Moore, Bart.). A number of presentations were made, including the architect of the building, the contractor and other representatives of those responsible for the construction of the building. A State procession then moved up the Central Hall to the dais, dignity and colour being supplied by the five judges and the Attorney-General in their robes, the President of the Law Society in court dress, and the ecclesiastical representatives.

The ceremony began with the handing of the key of the building to the Governor by Sir Patrick Duff, K.C.B., C.V.O. (as representing the British Government). The Governor presented the key to the Lord Chief Justice, who accepted it as an emblem of the charge confided to him, and assured His Grace that : " Mindful of the traditions of those illustrious men of the Bench and Bar of Ireland who have gone before, we will keep this court as a well of justice pure and undefiled, and a fountain of the great common law of England under which our people have thriven and prospered." Then followed a short religious service of dedication, after which addresses were presented to the Governor on behalf of the judges (by Lord Justice Andrews) ; on behalf of the Bar (by The Right Hon. A. Babington, K.C., M.P., Attorney-General) ; and on behalf of the solicitors' profession (by the President of the Law Society, Mr. J. C. Taylor). The Governor, after replying, addressed the following words to the people of Northern Ireland as a whole : " Your Government is now well established, your Parliament and administrative departments housed in the beautiful building at Stormont—recently opened by H.R.H. the Prince of Wales—and your central seat of justice is to-day officially inaugurated. Every sphere of activity being thus generously provided for by the British Government, it now rests with you, men and women of Northern Ireland, to avail yourselves of these modern facilities and to assist in the shaping of the destiny of our beloved Province, that it may be richly endowed in the years to come." After making a plea for " peace in our midst, in a very difficult age," the Governor formally declared the courts open, and the buglers sounded a fanfare.

After the ceremony the Governor, escorted by the Lord Chief Justice, laid a wreath on the War Memorial in the Central Hall to the members of the Bar who gave their lives in the Great War. He then retired to the Judges' Assembly Room, where he honoured with his company the benchers of the Honourable Society of the Inn of Court of Northern Ireland. The benchers also entertained the entire assembly to tea.

On the following day, 1st June, the Trinity Sittings began in the new courts, and the procession of judges was witnessed by a large crowd. The judges in the Court of Appeal commented favourably on the comfort and acoustics of the court.

The architect, Mr. J. G. West, O.B.E., of H.M. Office of Works, London, has well succeeded in his intention of designing a building in a style which will convey the dignity and tradition of the law. A column and pilaster treatment is provided to the Chichester Street and May Street elevations, and towards each of these streets there is a forecourt about 60 feet wide, enclosed by a low stone balustrade with carriageway to the entrance of the building. All four façades towards the public roadways have been executed in Portland stone, and Irish granite has been used for external steps, curbs and pavings. The site is near the river, and normal foundations could not be employed ; over a thousand reinforced concrete piles had to be driven through the upper strata to set in stiff clay at an average level of 40 feet below the surface. The building is greater in length and depth than the Parliament building at Stormont, but does not enjoy the advantages of site possessed by the latter. Both buildings are in the classical style ; at Stormont the Grecian Ionic order is largely used, whilst at the Courts the architect has chosen the Roman composite order.

The building has been designed primarily to accommodate a Nisi Prius Court, King's Bench Court, Chancery Court, and Court of Appeal, as well as the court offices, Bar library, and premises for the Law Society. Certain departmental offices are separately housed—i.e., Land Registry and Registry of Deeds, Estate Duty and Stamp Offices, Registrar-General, Public Record Office, and the Ministry of Commerce. From the two principal entrances, access is obtained to vestibules which lead to a Central Court Hall 140 feet long, 35 feet wide and 30 feet high. From the vestibules two staircases lead to public galleries in the courts and to offices on the first floor. The four courts, the Bar library and rooms for jurors, witnesses and the press are entered direct from the hall. Private rooms for the judges are at the rear of the courts. Travertine marble has been employed in the hall and vestibules, as at Stormont, but at the courts there has been no use of bright colour for the ceilings. The panelling and woodwork are of Empire teak, redder in tone than the walnut used throughout Stormont. In the courts, the Bar will enjoy the comfort of " tip-up " seats, upholstered in leather.

In the speech of the Lord Chief Justice at the opening of the Courts, and also in the address from the Bench to the Governor, the continuity of legal tradition which connects the Northern Ireland Supreme Court with the Irish Courts of the past was fittingly emphasised. It is, perhaps, allowable to trace the development from the earliest days of the Settlement, when the King's Courts of Justice were located in the Castle at Dublin. Later, some of the property of Christ Church Cathedral, Dublin, was used for legal purposes, and those premises came to be known as the " Four Courts "—of Chancery, King's Bench, Exchequer and Common Pleas. " Between the old Four Courts and the Cathedral," we read, " ran a dark, narrow passage, half underground, and deeply shadowed by the great structures on either side. Some fantastic wit, struck with its gloominess, had given it the nickname of ' Hell ' . . . An old Dublin advertisement runs ' Lodgings to let in Hell. N.B.—They are suitable to a lawyer.' " At the close of the eighteenth century, a fine building was erected on the north bank of the Liffey to accommodate the Four Courts, and there they continued their existence as a separate judiciary under the Act of Union. The establishment (under the Government of Ireland Act, 1920) of a Supreme Court for Northern Ireland occasioned—apart from a transfer of site—no great change in the judicial system. The Judicature Act of 1877 was applied to the new court, and the existing Rules of Court continued, in general, to govern the procedure. The Ulster Bar have chosen to maintain the Irish custom, according to which the members work in a common law library, instead of in separate chambers as in England. The new Bar library is a worthy equivalent of that of the Four Courts, Dublin. The new building will also house the Inn of Court, a voluntary society into which the Bench and Bar formed themselves when the connection between the Northern Ireland Courts and the King's Inns at Dublin ceased to be practicable. Quarters are also assigned to the Incorporated Law Society of Northern Ireland, a body which in the year 1922 was entrusted, by Royal Charter and statute of the Northern Ireland Parliament, with the regulation of the solicitors' profession.

Divorce of British Subjects in France

DOCTRINE OF THE RENVOI.

A DECISION has recently been rendered by the Paris Court of Appeal (*Dame Stewart* c. *Stewart & Niorthe*, Cour d'Appel de Paris (6e Ch.) ler Mars 1933) which may have far-reaching consequences in regard to the divorce of British subjects in France.

The issue in this case which is of great interest from the point of view of private international law was the following :—

The husband, who was a British subject domiciled in France (the acquisition of a French domicil of choice does not appear to have been contested) obtained a decree of divorce against his wife for " injures graves," i.e., for a cause recognised as sufficient in accordance with French territorial law, but not recognised in accordance with English territorial law. The wife appealed against this decision, and claimed that notwithstanding the renvoi in accordance with English private international law to the law of domicil, the French courts should reject the renvoi and apply English territorial law, and that consequently a divorce could not be granted to an English petitioner in the French courts for " injures graves " as this was not a cause for divorce recognised by English territorial law. Her appeal was upheld, after intervention by the Procureur-General (who corresponds to the Attorney-General in England).

The clearly reasoned " conclusions " addressed to the court by the Procureur-General are of much interest to students of private international law, and we give herewith a translated extract as follows :—

" Gentlemen,

" I. By Decree of July 22nd 1930 the Tribunal de la Seine rendered a double decision. It pronounced a decree of judicial separation between the Stewart spouses at the request and in favour of the wife. No criticism is formulated against this part of the judgment ; I shall speak no more of it. But, deciding on the Petition of Mr. Stewart, the Tribunal pronounced a decree of divorce in his favour. Against this decision Mrs. Stewart has appealed ; and against the Decree in her husband's Action she submits an argument which raises a particularly interesting legal controversy. It is this point of law which, above all, calls for the observations of the " ministère public " (i.e. in this case Attorney-General).

" And this is the problem : Granting the Petition of Mr. Stewart, the Tribunal pronounced the divorce for ' injures graves.' Mr. Stewart, however, is of English nationality and his national law, if it admits adultery as a cause of divorce, holds that ' injures graves ' are insufficient. Has the Decree against which appeal is entered, by misunderstanding this position, committed an error of law ? Should you upset it in this respect ?

" The last paragraph of Article 3 of the Civil Code is at the base of the discussion. It reads as follows : ' The laws concerning the status and capacity of persons govern French subjects, even if resident in foreign countries.' From this paragraph, the Common Law has invariably deduced, by way of reciprocity, that the status and capacity of the foreigner shall be governed in France by his national law.

" ' Whereas,' declares a judgment of the Cour de Cassation of October 30th 1905 (Gaz. Pal. 1905.2.500—D.1906.1.305) ' when foreigners bring before the French Courts an action concerning their status, the litigation can only be appreciated in accordance with the dispositions of their national law ; that this rule applies particularly to divorce proceedings which affect the status of the persons. . . . '

" II. The principle thus clearly stated, it is necessary to formulate certain general observations in order to consider the consequences in so far as concerns English subjects.

" 1st Observation. The two adversaries, the two spouses, may belong to different nationalities, one of them being French : the common law applies the law of the petitioning spouse . . .

" 2nd Observation. It is also unnecessary to differentiate between whether the parties were married in France or abroad . . .

" 3rd Observation. It is not necessary to differentiate as to whether or not the foreigner has been domiciled in France for a certain time . . .

" 4th and last general Observation. The Supreme Court considers the application of the foreign law as legally obligatory. It has on several occasions reversed, for breach of Article 3 of the Civil Code, judgments which have not " applied the national law of foreigners in actions affecting their status or their capacity (Cass. 29 Juillet 1901, Gaz. Pal. 1901.2.344 etc.) . . .

" Thus, in the case submitted for your examination, the divorce which Mr. Stewart requests you to sanction must necessarily, in so far as concerns the causes, be judged in accordance with the national law of the Petitioner, that is to say, according to English law, without it being necessary for you to preoccupy yourselves with any other special circumstance in the absence of elements affecting public order.

" III. But what is this English law ? We here come to the very basis of this difficult problem. The honourable Counsel for Mr. Stewart acknowledges that the English law will not admit a divorce for ' injures graves ' ; but, says he, it only applies this disposition to its nationals domiciled in Great Britain. As for its nationals domiciled abroad, it submits them to the laws of their domicil. The law governing the personal status of Mr. Stewart is, by virtue of his national law itself, French law, that is to say, a legislation accepting divorce for ' injures graves.'

" The thesis which I resume for you, you have labelled it in passing. It is known under the name of ' doctrine of the renvoi.' It has a legendary and already old history. Expressed for the first time in the judgments rendered by the Cour de Cassation on May 5th, 1875 (S.75.1.409), and on June 24th, 1878 (S.78.1.429), on the occasion of the celebrated case in *Re Fargo*, it has since found its application in the two domains of the devolution of successions on the one hand and of divorce and judicial separation on the other. But I should immediately observe that if the Supreme Court has maintained its decision of principle in several judgments (22 Février 1882 D.82.I.3.1 ; ler Mars 1910 Gaz. Pal. 1910.1.590), it has never pronounced other than in the matter of devolution of successions. On the other hand, a certain number of Tribunals and Courts of Appeal have extended the doctrine of renvoi to divorce ; you will find the enumeration of these decisions in the Rép. de dr. international of Lapradelle et Niboyet, see Renvoi, No. 85 et seq. I indicate to you the most recent ; Trib. civ. Seine 19 Janvier 1926 (Gaz. Pal. 1926.1.404) ; Trib. civ. Marseille 21 Octobre 1931 (Gaz. Pal. 1931.2.918) ; Trib. civ. Fontainebleu 24 Juin 1932 (Gaz. Pal. 1932.2.633).

" Opinion far from being unanimous . . .

" The adversaries of the doctrine of the renvoi murmur with some degree of malice that the only argument in its favour is an unavowed one : the renvoi would permit of the judges not having to study foreign legislation. I am convinced that that is not the real case. In fact, the whole difficulty lies in the criterion of the foreign law to be applied. When a tribunal pronounces in favour of the doctrine of the renvoi, it is governed by what it considers to be both the rule of law and the rule of common sense. The rule of law : Article 3 of the Civil Code submits the status and capacity of an English subject to English law ; but the English law refers back to French law for its

nationals living in France ; to apply French law is consequently the application of the principle of Article 3, that is to say, English law, which by reason of the renvoi decides that French law shall be applied. The rule of common sense : Why submit this English subject to a law—English law—the application of which is demanded neither by such law nor by himself ?

" Attractive reasoning, perhaps, which, however, is based on evident confusion. Article 3 of the Civil Code, the application that the Common Law makes to foreigners living in France, erects without any doubt principles of international law which, as I have already said, impose themselves on the French judges. But when one is directed to apply to these foreigners their national law, what national law must it be ? Must it be their internal national law or their rules of international law ? In order to free oneself from this artificial construction which is the doctrine of the renvoi, it is sufficient, I think, to examine freely the letter of the Civil Code and to study the preparatory work or, better still, to penetrate into its spirit, to enable one to affirm that the Legislator had in mind the national internal law of the foreigner. It is this which is meant by the word ' loi ' in Article 3. It is of this that the drafters of the Civil Code were thinking, to whom any other idea was foreign. Finally, it is only the application of this that does not conflict with the principle of Article 3 which, by edicting a rule of international law based on the respect of the national law of the individual, intends, in the conflict of laws, to reject the law of domicil. To lay claim to apply to an English subject, not his internal law, that which governs him in his country, but this quite different English law which refers back to the *lex domicilii*, such would be a breach of the opposite rule of French international law, a violation of the principle of Article 3, when our Tribunals must ensure its observation.

. . .

" A sure disregard of the right of sovereignty of the French State which, by Article 3 of the Civil Code, by its Common Law extension fixing a rule of international law, has clearly fixed the domains of French International law and of foreign international law in the conflict of laws—that is the gravest reproach which is raised against the theory of the renvoi, that is an overwhelming motive for rejecting it.

" If it were necessary, I would also point out another danger, one peculiar to English law. Are we really certain that English law—I repeat : English international law—refers back to the law of domicil ? On the part of Mr. Stewart, no communication of the text of any precise law. And for good reason : It is that in England the conflict of laws is governed by no legislation, that it is dependent only on the ' Common Law," a law of custom recorded by decisions of the Courts, but already altered and still subject to evolutions the vicissitudes of which may escape us.

" These considerations, however, are secondary. The Court will refuse to apply to the divorce in question French internal law because it will respect the principle of our private international law which subjects the status and capacity of the English to their national law, that is to say, to English internal law. Reversing here the decision of the Puisne Judges, it will reject the Petition of Mr. Stewart tending to obtain his divorce for the cause of ' injures graves.' "

The court rendered judgment in conformity with the " conclusions " of the Procureur-General.

The interest of the conclusions of the Procureur-General and of the judgment of the court lies not only in the academic aspect, but also in the practical effect. Although it is too early yet to say what such effect will be, it is to be anticipated that the decision will be followed by the Courts of First Instance even in undefended cases, and that in future a decree of divorce will not be granted in France to a British petitioner for a cause other than such as would be sufficient to enable him to obtain a decree in accordance with his national territorial law.

[NOTE.—Our contributor has consistently pointed out in these columns that the decision in the well-known case of *Annesley, In re ; Davidson* v. *Annesley* (1926), per Russell, J., was based on evidence of French law which was certainly contentious, and that although the decisions of the French courts are by no means unanimous on the point, the tendency lies in the rejection of the renvoi. In the article entitled " Nationality *v.* Domicil," which appeared in our issue of 24th October, 1931, at p. 717, our contributor wrote : " In fact, as has already been stated in your columns, the decisions of the French courts for and against the acceptance of the renvoi are about equally divided, with a tendency at the present time to reject the renvoi." The views expressed by our contributor have now been confirmed by the decision referred to in the above article, and at the present time we have the curious position of an authoritative decision of the French courts rejecting the renvoi, while the leading English case of *Annesley, In re ; Davidson* v. *Annesley* has decided that the French courts would accept the renvoi.—ED., *Sol. J.*].

Company Law and Practice.

CLXXXV.

THE STANNARIES.

RECENTLY in this column, in connection with meetings of companies, in considering whether one person could constitute a quorum at a general meeting of a company, I had occasion to refer to the case of *Sharp* v. *Dawes*, 2 Q.B.D. 27, and I then pointed out that that case was one which dealt, not with a company registered under the Companies Acts, but to a company in the Stannaries, and that the actual decision was one of construction of the Stannaries Act. That set me considering the general position of the Stannaries so far as it affects companies, and the conclusion at which I arrived was, that there is no real justification for retaining this obscure jurisdiction ; like copyholds, the Stannaries have played their part, and should now be relegated to the museum. Such, at least, are the views of one whose practical acquaintance with the subject is, of necessity, somewhat limited, and I remain open to conviction in the opposite direction if substantial reasons for the retention can be advanced.

Be that as it may, the Companies Act, 1929, has had to make various special provisions relating to the Stannaries, and perhaps it would be no bad thing to see what those provisions are. In the first place, there is s. 297, which shows clearly the intimate and almost domestic atmosphere of the Stannaries : it provides that when several companies are in course of liquidation by or under the supervision of the court exercising the Stannaries jurisdiction and acting under that jurisdiction, the judge may direct that a debt owing by one of the companies to a person who is a contributory of another of the companies may be attached to secure payment of calls due by the contributory ; but such an order of attachment is not to prejudice any claim which the debtor company has against the creditor by way of set-off, counter-claim or otherwise, or any lawful claim of lien or specific charge on the debt in favour of any third person. This certainly seems a fair provision, though it is one which could probably only be successfully applied on a small scale, such as in the Stannaries. The court which exercises the Stannaries jurisdiction is now the County Court of Cornwall.

The next following section, s. 298, contains several important modifications of s. 264, the preferential payments section. The wages or salary of clerks and servants in the case of companies within the Stannaries, only receive priority to the extent to which they arise in respect of services rendered to the company three months before the relevant date, and not four months

as in the ordinary case ; while it is provided that the principal agent, manager, purser and secretary are not to be deemed to be clerks or servants within the meaning of s. 264 for the purposes of a Stannaries company. It will be remembered that in *Cairney* v. *Back* [1906] 2 K.B. 746, it was held that a secretary was a clerk or servant within the meaning of the Bankruptcy section corresponding to s. 264.

Then there is an alteration in respect of the wages of workmen and labourers, the £25 and two months limit contained in s. 264 is not applied to Stannaries companies, and instead of that all wages, not exceeding an amount equal to three months' wages, are preferential in the Stannaries, if they are " wages in relation to the mine of a miner, artizan or labourer employed in or about the mine, including all earnings by a miner arising from any description of piece or other work, or as a tributer or otherwise."

Section 298 (3) is rather a mysterious section, for it provides for certain debts (which I will particularize in a moment) being paid by the liquidator forthwith in priority to all costs except (in a compulsory liquidation) such costs of and incidental to the making of the winding-up order as in the opinion of the court have been properly incurred, and to all claims by mortgagees, execution creditors, or any other persons, except the claims of clerks and servants in respect of their wages or salary. This, it will be seen, is a pretty strong provision, interfering as it does with the security of mortgagees. But, so far, this sub-section is capable of application without undue trouble ; but let us see what these debts are which have this exceptional priority. They are :—

(*a*) Wages of any miner, artizan or labourer, unpaid at the commencement of the winding-up ; and

(*b*) All such amounts due in respect of any compensation or liability for compensation under the Workmen's Compensation Act, 1925, payable to a miner or the dependents of a miner as are given priority by paragraph (*d*) of sub-s. (1) of s. 264 ; and

(*c*) All such amounts due in respect of contributions payable in respect of a miner under the enactments mentioned in paragraph (*e*) of sub-s. (1) of s. 264.

Consider the effect of this for a moment : under s. 298 (2) the provisions of s. 264 are modified so as to give miners, artizans and labourers priority for wages up to an amount not exceeding three months' wages ; under s. 298 (3) wages of any miner, artizan or labourer unpaid at the commencement of the winding up are to be paid in priority to all costs and claims by any person, except claims of clerks and servants in respect of their wages or salary. How do these two sub-sections dovetail the one into the other ? The later one covers more ground than the earlier one, in that there is no restriction on the amount to be paid, and it seems to have an earlier priority than the matters referred to in s. 298 (2), for it ranks with the workmen's compensation and insurance and pensions payments, and apparently, with a clerk's wages or salary (this latter, again, without any such limit as is imposed by s. 298 (1)), and thus takes precedence over s. 264, as varied for the purposes of s. 298. When s. 298 (3) has been applied, it seems that s. 264 as so varied can have little practical effect ; s. 264 (1) (*a*). parochial and other local rates and taxes, is still capable of application, and so would be s. 264 (1) (*b*) and (*c*), as modified by s. 298 (1) and (2), but for the fact that the payments there referred to must already have been swept up under, and dealt with by, s. 298 (3). It may be that there is some simple explanation, and that it is merely the writer's obtuseness, which prevents him seeing it, but he would be genuinely grateful if any reader could supply the explanation.

Is it that the emphasis in s. 298 (3) is on the word " forthwith " and that the sub-section only provides a piece of machinery for ensuring that certain of the preferential payments shall be at once got out of the way ? This possibility is strengthened by sub-s. (4), which provides for the court charging the company's assets with a sum sufficient to discharge the payments referred to in sub-s. (3) in favour of any person willing to advance the requisite amount, and when it has been advanced such debts are to be paid " without delay." But if this is the explanation, why does sub-s. (3) (*a*) merely say " wages of any miner, artizan or labourer unpaid at the commencement of the winding-up," when it should have said " such wages of miners, artizans and labourers as are given priority by para. (*c*) of sub-s. (1) of s. 264 of this Act as modified by sub-s. (2) of this section." And why the half-hearted reference by exception to the claims of clerks and servants in respect of their wages or salary ? Frankly, I give it up.

Section 299 states that contributions of the miners, artizans and labourers for the purpose of a mine club, or accident, or sick, or benefit fund, shall not be deemed to be assets of the company, but shall be accounted for to the liquidator and be applied in accordance with the rules of the club, and that where the winding up is a voluntary winding up, any person claiming to be entitled to any such contributions or fund shall have the same right as the liquidator of applying to the court for directions, or to determine any question arising in the matter.

The Stannaries, and the method of operation therein, is dealt with in " Gore Browne," at p. 89, in a quotation from Mr. John Batten's book on the Stannaries Act, 1869. The winding-up jurisdiction is discussed at some length, as also is the history of the subject in the interesting, if slightly academic, case of *Dunbar* v. *Harvey* [1913] 2 Ch. 530.

(*To be continued.*)

A Conveyancer's Diary.

Meaning of " Real Securities."

A LEARNED friend in Lincoln's Inn, speaking to me the other day about the powers of investment of trustees, said that he had had brought to his notice recently several cases where trustees had invested, or proposed to invest, in the purchase of land under the impression that they could do so under the power to invest in " real or heritable securities " conferred by s. 1 (1) (*b*) of the T.A., 1925. I had also come across one case of the kind, but I thought that it was quite exceptional. As that appears not to be so, I think that it may be useful to consider the matter in this column.

In " Stroud's Judicial Dictionary " I find under the heading " Real Security " that the learned editor says : " The obvious meaning of this phrase is a mortgage of real estate." That is, I think, a correct definition, and I know of no reported case in which it has been contended that the expression includes a purchase of real estate.

In *Robinson* v. *Robinson* (1851), 1 De G.M. & G. 247, the question was whether Turnpike-Road Bonds were " real securities." It was held that they were. The case is not concerned with the question of purchase of land, but I mention it because, in his judgment holding that such bonds did come within that expression, Lord Cranworth, L.J., said : " There can be no doubt that they " (Turnpike-Road Bonds) " are real securities ; indeed, they are so perhaps even more emphatically than an ordinary mortgage. The security is merely a security on the tolls and toll-houses, i.e., on certain corporeal and incorporeal hereditaments. They give no personal right against anyone. The remedy of the mortgagee or bondholder is merely against the real property made subject to the charge."

From that it seems clear that his lordship considered that the essential quality for a " real security " was a mortgage or charge upon real estate.

This view of the matter is borne out by the statutory provisions on the subject.

By s. 1 (1) (*b*) of the T.A., 1925, power is given to invest " on real or heritable securities in the United Kingdom, including the security of a charge on freehold land by way

of legal mortgage and a charge under section thirty-three of the Finance Act, 1896."

Then s. 5 (1) enacts that " a trustee having power to invest in real securities may invest and shall be deemed always to have had power to invest—

" (*a*) on mortgage of property held for an unexpired term of not less than two hundred years, and not subject to a reservation of rent greater than a shilling a year, or to any right of redemption or to a condition for re-entry except for non-payment of rent ; and

" (*b*) on any charge or upon mortgage of any charge made under the Improvement of Land Act, 1864."

Sub-clause (*a*) replaces, with amendments, the provisions of the earlier statutes—see T.A., 1888, s. 9, and T.A., 1893, s. 5.

Sub-section (2) of s. 5 provides—

" A trustee having power to invest in real securities may accept the security in the form of a charge by way of legal mortgage, and may, in exercise of the statutory power, convert an existing mortgage into a charge by way of legal mortgage."

This, again, seems to negative any power to purchase real estate. It is evident that " the security " is to be a mortgage or charge.

The meaning of the word " securities " has often been considered by the court, generally in relation to the construction of a will. In such cases, of course, the question always arises as to the sense in which the testator has used the word, but throughout the authorities it will be found that the primary meaning which ought to be attached to it in the absence of a context to the contrary is that of a mortgage or charge.

I do not see how the definition of " securities " in s. 68 (13) can have any application to the expression " real or heritable securities " in s. 1 (1) (*b*).

The definition sub-section reads :—

" ' Securities ' includes stocks funds and shares ; and so far as relates to payments into Court has the same meaning as in the enactments relating to funds in the Supreme Court and ' securities payable to bearer ' include securities transferable by delivery or by delivery and endorsement."

That certainly cannot extend the meaning of " real or heritable securities " used in s. 1 (1) (*b*). The application of the definition is clearly excluded by the context to be found in that section, and in s. 5 (1) and (2), and even if that were not so, the definition does not extend the meaning of " securities " so as to include the purchase of land.

I may now mention some of the authorities to which I have referred.

In *Huddleston* v. *Gouldsbury* (1847), 10 Beav. 547, a testator had authorised his trustees to invest " in the British or foreign funds or in bonds or securities of any description." The testator possessed certain canal shares and it was contended that such shares came within the description " bonds or securities." Lord Langdale, M.R., held not, and said : " I am of opinion that a share in a canal company cannot be deemed property invested on security. A share in a canal company is property which may be bought and sold without reference to any sum given for or secured by it. It is not a security for money, but the property itself that is bought or sold."

Hence on the authority of that case a purchase of real estate is not an investment upon real security.

There are several cases to the same effect upon which I need not dwell. See, for example, *Harris* v. *Harris* (1861), 29 Beav. 107, and *Ogle* v. *Knipe* (1869), 8 Eq. 434.

A more recent case is *Re Rayner* [1904] 1 Ch. 176. The facts were that a general broker by his will, after bequeathing a trust legacy, declared: " All moneys liable to be invested under this my will may be invested in such securities as my trustees in their absolute discretion shall think fit ; and I authorise my trustees to continue or leave any moneys invested at my death in or upon the same securities."

The point at issue was whether certain stocks and shares were " securities " within that clause.

The then Farwell, J., decided not, saying that the word " securities " had the well-defined primary meaning of " money secured on property," and did not extend to a share of property.

The Court of Appeal reversed that decision on the ground that there was sufficient in the context to show that the testator used the word " securities " as meaning investments.

Vaughan-Williams, L.J., having come to the conclusion that " securities " in that will must be construed as " investments," did not think it necessary to discuss the question as to the strict and primary meaning of the word.

The then Romer, L.J., however, in his judgment, said : " In the absence of any context or admissible evidence from which it can be gathered that the word ' securities ' has another meaning, I agree with Farwell, J., that it must be taken in a will to have the meaning stated by him ; and that the expressions ' securities for money ' and ' investment of money upon securities ' and even the expression ' investment of money in securities ' would accordingly, in the absence of anything sufficient to negative that view, be held to apply only to securities in the sense above stated."

Re Gent and Esson's Contract [1905] 1 Ch. 386, was another case where it was held that, in view of the context " securities " must be read as meaning investments.

Singer v. *Williams* [1921] A.C. 41, was a decision upon the Income Tax Act, 1842, and the question was whether the word " securities " in Case 4 of Sched. D, under s. 100 of that Act, included shares in a company.

It was held by the House of Lords that " securities " did not include shares.

Viscount Cave, L.C., said : " My Lords the normal meaning of the word ' securities ' is not open to doubt. The word denotes a debt or claim the payment of which is in some way secured. The security would generally consist of a right to resort to some fund or property for payment ; but I am not prepared to say that other forms of security (such as personal guarantee) are excluded. In each case, however, where the word is used in its normal sense some form of secured liability is postulated."

This manifestly excludes the purchase of land from " real or heritable securities " as used in the T.A., unless there is some context in that Act requiring that it should be included. As I have said, the sense of the context is quite to the contrary.

It is not without significance that trustees of a settlement under the S.L.A., are, by s. 73 (1) of that Act, directed to apply capital money in one or other of the modes there mentioned which include (sub-cl. (i)) : " In investment in Government securities, or in other securities in which the trustees of the settlement are by the settlement or by law authorised to invest trust money of the settlement with power to vary the investment into or for any other such securities." Then, amongst other alternatives, are (x) " in purchase of the freehold reversion in fee of any part of the settled land being leasehold land held for years " ; and (xi) " in purchase of land in fee simple or of leasehold land held for sixty years or more unexpired at the time of purchase . . ." These alternative powers specifically given by the S.L.A. are in addition to those conferred by the T.A., 1925, and would not be necessary if, under that Act, trustees had power to invest in the purchase of land.

Mr. Lionel Barned Mozley, solicitor, of Cumberland-mansions, W., left estate of the gross value of £10,852, with net personalty £10,471. He left £100 to the Solicitors' Benevolent Association, £100 to the Soup Kitchen for the Jewish Poor, £100 to St. Dunstan's Hostel, £100 to the Royal Association in Aid of the Deaf and Dumb.

Landlord and Tenant Notebook.

Liability for Conversion.

It is chiefly in connection with the levy of distress that landlords and tenants have rendered themselves liable for the conversion of chattels; but the relationship has given rise to actions of this kind in other ways. The most recent leading case on the law of conversion, *Oakley* v. *Lyster* [1931] 1 K.B. 148, C.A., the effect of which is that a mere denial of the true owner's rights by one in a position to prevent him from enforcing them, though not actually in physical possession of the goods, will support a claim, was connected with a tenancy; for the plaintiff had deposited materials on land which he had rented, and the landlord had sold the reversion to the defendant, who mistakenly considered that he was entitled to everything on the land and refused to allow the plaintiff to collect the materials.

The case was distinguished from *England* v. *Cowley* (1873), L.R. 8 Ex. 126, in which the plaintiff, as grantee of a bill of sale over the tenant's furniture, came to collect it (the debtor having defaulted) and found the landlord, the defendant, at the door. The defendant had a claim for rent, but could not distrain because the sun had gone down; he told the plaintiff that he would not suffer any of the goods to be removed, and he had secured the services of a policeman to prevent removal. His conduct was held not to amount to conversion, because he had not interfered with the dominion of the true owner by force or contrivance, and the plaintiff had the mortification of having his own conduct referred to by reference to "vain feare" in Co. Litt. 253 *b*. (The house was in London, and the policeman presumably attended under the impression that he was acting in accordance with the Metropolitan Police Act, 1839, s. 67, which authorises constables to stop carts employed in removing furniture, etc., whenever the constable has good grounds for believing the removal is made for evading payment of rent. But the Distress for Rent Act, 1737, s. 3 (fraudulent removal) does not extend to strangers' goods, including goods assigned under a bill of sale: *Tomlinson* v. *Consolidated Credit etc. Corporation*, 24 Q.B.D. 135; nor could the defendant be said to be "aiding" the tenant. But there was no Police College in those days.)

Both landlords and tenants are exposed to the possibility of being sued for the conversion of alleged fixtures. The status of unsevered fixtures was the real issue in *London and Westminster Loan and Discount Co. Ltd.* v. *Drake* (1859), 6 C.B. (N.S.) 798. As in the last-mentioned case, the plaintiffs were grantees of a bill of sale, the defendant landlord; but the bill of sale was very comprehensive, expressly including tenant's fixtures, and the tenant had installed a number of trade fixtures. The tenant got into arrear with his rent, and, in the course of a few weeks the following events occurred: Tenant expressly authorises landlord to distrain fixtures; landlord levies distress; plaintiff enters and claims fixtures, still unsevered, leaving man in possession; tenant surrenders tenancy to landlord. Whether the authority to "distrain" had any particular effect seems doubtful; fixtures are usually articles which cannot be returned in the same condition, and are thus privileged (*Darby* v. *Harris* (1841), 1 Q.B. 895). However, the question was whether the plaintiff had an action for trover or any other remedy, and, after long argument, it was held that while fixtures have in many respects more the nature of chattel than of realty, they are so far connected with the land that the tenant had mortgaged these and could not defeat his grant by subsequently voluntarily surrendering the premises to his landlord; and that an action lay for preventing the severance, and the measure of damages was the value of the fixtures.

An ex-tenant was sued for trover in *Wiltshear* v. *Cottrell* (1853), 1 E. & B. 674, the subject-matter being a granary, resting on the ground by its own weight, and which was found to be a chattel. The granary had been on the land when the defendant first entered, under a different lessor. His lease had expired, and the premises let to a new tenant, before the sale of the reversion to the plaintiff. The defendant then removed the granary and with it some staddles and a threshing machine, which had also been on the premises before the commencement of his term. The court held the two latter to be fixtures, and the defendant was consequently liable for injury to the reversion in respect of their removal; but the granary had not been treated as realty in the conveyance, and as possession was in the new tenant at the time of the act complained of, the claim in trover was held to be inapplicable.

An older case, *Higgen* v. *Mortimer* (1834), C.C. & P. 616, shows that when the lessor has cause to complain of the removal of part of the freehold, he can sue either for waste or for conversion. The allegation was that the tenant, in removing a heap of manure, had dug into the ground and taken away some virgin soil; the landlord in fact failed to prove this, but a ruling was given that the wrongful act would re-vest the right of possession, and, the soil thus becoming the plaintiff's personal property, he could maintain trover.

Our County Court Letter.

THE LIABILITIES OF HAIRDRESSERS.

In the recent case of *Lee* v. *Bessone*, at Westminster County Court, the claim was for £53 7s. as damages for breach of warranty, viz., that a solution would prevent discolouration of the hair and preserve its colour. The plaintiff's case was that she had had a permanent wave (in June) but a wash had been applied which turned her hair Cambridge blue, as appeared from the medical evidence. The defence was that (1) the plaintiff (a platinum blonde) had asked for her hair to be made chromium blonde, which implied a blue tinge; (2) the latter would evaporate in three or four days, if no hat were worn, otherwise it would last two or three weeks; (3) the solution was merely a rinse of washing blue and water—a mixture which would wash out in a week. His Honour Judge Tobin, K.C., accepted the medical evidence, and held that the plaintiff, having been distressed and mortified, was self-conscious for several months afterwards. Judgment was therefore given for £27 2s. and costs. For a prior reference, see the "County Court Letter" in our issue of the 13th August, 1932 (76 Sol. J. 573).

ESTATE AGENTS' COMMISSION.

(*Continued from* 77 Sol. J. 77.)

In the recent case of *Pepper* v. *Creamer*, at Birmingham County Court, the claim was for £100 as commission for procuring a good and substantial tenant at £2,500 per annum of a shop in New-street, Birmingham, for the period of the defendant's lease, viz., nine years. The actual sum due was £187 10s. (viz., 7½ per cent. on the annual rental) but £87 10s. was abandoned, in order to give the county court jurisdiction, and an alternative claim was made of £100 as damages for the refusal of an offer of a prospective tenant (whereby the plaintiff was prevented from earning his commission), or alternatively a like sum was claimed as reasonable remuneration for work done in obtaining a tenant, as instructed. The plaintiff's case was that (1) in February, 1932, he had been instructed to let the defendant's shop at the above rent; (2) about forty or fifty potential tenants were circularised and a definite offer was made by Isabel, Limited; (3) a director of this company (at an interview with the defendant) had offered him £10,000 for his lease, or, alternatively, to buy him an annuity from an insurance company of £2,500 a year—the equivalent of the rent; (4) the defendant had given no acceptance or refusal, but it transpired (in July) that he had accepted a better offer from another tenant. The plaintiff therefore contended that (as his efforts had been utilised for

the purpose of obtaining a better offer) he had done all that he was instructed to do, and was entitled to remuneration under *Prickett* v. *Badger* (1856), 1 C.B.N.S. 296. The defendant's case was that (*a*) the offer obtained by the plaintiff imported two fresh conditions, viz., the inclusion of the fixtures in the purchase price, and an extension of the lease for fourteen or twenty-one years; (*b*) he was not liable on any ground, in view of *Raymond* v. *Wooten* (1931), 47 T.L.R. 606. His Honour Deputy Judge Dawson Sadler gave judgment for the defendant, with costs.

COMPOSITE PERSON AS LANDLORD.

The Increase of Rent, &c., Act, 1920, s. 5 (1) (*d*) and (iv), exonerates a landlord from the necessity of providing alternative accommodation, if the dwelling-house is reasonably required by him for occupation as a residence for himself or for any son or daughter. The question whether administrators could avail themselves of this proviso recently arose at Bury St. Edmunds County Court in *Banks and another* v. *Watson*, in the following circumstances: (1) the plaintiffs were the widow and son of the deceased landlord, whose daughter wished to live in a cottage occupied by the defendant; (2) the plaintiffs therefore contended that it was sufficient for either of them to show that the premises were required as a residence for his or her daughter. His Honour Judge Hildesley, K.C., observed that (1) although "landlord" included any person deriving title under the original landlord, there was in fact no single person who so derived title; (2) the plaintiffs' proposition involved the dilemma that two or more administrators might advance conflicting claims on behalf of a son or daughter; (3) there was no statutory provision for the adjustment of such claims, and a statutory tenant's right (being personal) could not be transmitted by will; (4) the right conferred by the above section could also only be exercised by an individual. Judgment was therefore given for the defendant, with costs. It remains for decision whether administrators, who are husband and wife, constitute one person so as to claim the above privilege.

In Lighter Vein.

The Week's Anniversary.

In Mr. Justice Powell, we commemorate a Gloucester man. The son of a citizen who subsequently became mayor, he was born in 1645, two years after the Parliamentary army had raised the siege of the place, driving the Royalists from beneath the walls. Three years after being called to the Bar at the Inner Temple, he became town clerk and in 1685 he was elected to represent his native city in Parliament. It was after the Whig revolution that he made the best of his career. He was in the first batch of serjeants created by William of Orange, and three years later he was raised to the bench. The little intrigue which delayed that event is related by Luttrell. Before setting out to visit Holland in May, 1681, the King had ordered "that Mr. Serjeant Powell of Gloucester should succeed Mr. Justice Ventris in the Court of Common Pleas, who had thereupon appointed his officers and made his robes." Nevertheless, Sir John Trevor, the Chief Commissioner of the Great Seal, who saw his majesty off at Harwich, intervened on behalf of a friend of his and got the appointment suspended. In the end, however, a judge of the Court of Exchequer filled the vacancy and Powell took his place. In 1695 he went to the Common Pleas, and in 1702 Anne promoted him to the Queen's Bench. He died at Gloucester on the 14th June, 1713, and those who would see him in his habit as he lived may find his statue in the Lady Chapel of the cathedral robed much as a modern judge, but wearing beneath his coif his own long hair—an old-fashioned touch in an age of periwigs.

Night and Day.

At the last assizes at Bury St. Edmunds, Mr. Justice Horridge, in adjourning a case, remarked that the Court of Criminal Appeal had laid it down that judges presiding at murder trials should not sit after six o'clock. The regulation recalls a little verse sometimes alleged to have been handed up to Day, J., of the Queen's Bench Division, but actually addressed to an earlier Day, who adorned the Irish Bench. Once, on the Munster circuit, the calendar at Limerick was so congested with prisoners for trial that, in order to finish the work and be in time to open the commission for Kerry at Tralee, he sat long after the usual time for rising. The Bar protested in vain, until at last a note was handed up to the bench in metrical terms, as follows:—

"Try men by night? My Lord, forbear!
Think what the wicked world will say;
Methinks I hear the rogues declare
That Justice is not done by Day."

It is, of course, possible that the lines may have been quoted to the English Day, who occasionally sat extra late, to have time to go on horseback from one assize town to another. There was, however, surely never a night-time trial more extraordinary than that of the corpse-hunting thug Burke, who was sentenced to death at Edinburgh on Christmas morning, 1828. The sitting had lasted all night, the speech for the defence beginning at three. When the great window was opened to clear the air of the crowded court, the icy night blast caused the Bar to cover their heads with their gowns, giving them the appearance of hooded inquisitors.

All Those Cases.

Mr. Justice Maugham recently referred to the "regrettable number of reported cases" of which certain problems from long discussion had been the subject, and indeed the torrents of judicial wisdom available on certain points have often alarmed seekers after truth. One legal author has spoken of lawyers as "descending from the clear heights of legal principle to the vale below on a fast whirling avalanche of decisions," and Lord Campbell foresaw with apprehension "the judgments of every judge, however eminent, being speedily smothered."

Obituary.

Sir W. W. PHILLIPS.

Sir William Watkin Phillips, a former Judge of the Madras High Court, died at his home at East Hendred, Berkshire, on Sunday, 4th June, at the age of sixty-three. Educated at Winchester and New College, Oxford, Sir William was called to the Bar by the Inner Temple in 1906. He went to Madras, where he became a District and Sessions Judge in 1908. He was appointed to the bench in 1917, and received the honour of knighthood in 1926. He retired in 1929.

His Honour M. M. BODKIN.

Mr. Matthias M'Donnell Bodkin, K.C., formerly County Court Judge of Clare, died in Dublin on Wednesday, 7th June, at the age of eighty-three. He represented North Roscommon in the House of Commons as a Nationalist from 1892 to 1895.

Mr. A. A. DICKIE, K.C.

Mr. Alexander Alfred Dickie, K.C., died in Dublin on Thursday, 1st June, after a brief illness, at the age of sixty-five. Educated at Queen's College, Belfast, Mr. Dickie was called to the Irish Bar in 1893, and subsequently took silk. He was called to the English Bar by Gray's Inn in 1922.

Mr. A. BRAKENRIDGE.

Mr. Archibald Brakenridge, solicitor, died at Cumnock on Saturday, 3rd June, at the age of ninety-two. He was

educated at the old University of Glasgow, and was received into the Faculty of Law in 1869. He held the position of Town Clerk of the Burgh of Cumnock for twenty-four years, and became agent of the Royal Bank of Scotland and Procurator-Fiscal of the Justice of Peace and Burgh Courts in Cumnock.

MR. E. C. NEWSTEAD.

Mr. Edgar Cecil Newstead, solicitor, of Otley, Yorks, died recently at the age of sixty-seven. Admitted a solicitor in 1886, he later succeeded his uncle as Clerk to Otley Urban Council. In 1904 he became Clerk to the Wharfedale Union in succession to his father. Mr. Newstead also held the offices of Clerk to the Wharfedale Board of Guardians, Clerk to the Wharfedale Rural District Council, and Superintendent Registrar of Births, Deaths and Marriages.

Reviews.

A Judicial Maid-of-all-work. By HAY SHENNAN, Advocate, formerly Sheriff-Substitute at Lerwick, Dingwall, Dunfermline and Hamilton. 1933. Demy 8vo. pp. 226. Edinburgh and Glasgow: William Hodge & Co., Ltd. 7s. 6d. net.

Under this quaint title Mr. Hay Shennan has given us a book of great charm. With a kindly outlook on life and a keen perception of the humorous side of things, he writes pleasantly of the varied experiences that fell to him in the exercise of his shrieval functions in the four Scottish towns mentioned in the title. After tracing the evolution of the office of Sheriff-Substitute, and explaining for the benefit of southern readers that in civil disputes his jurisdiction is practically unlimited save in matters of status, that he has criminal jurisdiction both summarily and in trials with a jury, and in addition has certain administrative duties to carry out, thus justifying the compound expression with which he designates his office, he tells with much humour of his work, first in Lerwick where the litigious spirit was quite as keen as he found it further south. He preserves from his residence in that hyperborean region a fine example of the professional view of things as when a police officer, being asked by the parish minister how things were going, answered: "Well, sir, crime's very dull." Nine years served in Lerwick were followed by a term of duty in Dingwall which climatically was much pleasanter, but the work rather more strenuous; and from there again he was promoted, first, to Dunfermline in Fifeshire, and afterwards to the still busier centre of Hamilton in Lanarkshire, in both of which towns he had to deal with an ever-increasing number of applications under the Workmen's Compensation Act, many of them raising very troublesome points. A busy life it was, but its occasional monotony was mitigated by many an amusing experience. Speaking of his work in the criminal court, he says that there was no difficulty in exercising leniency in the case of an accused person who admitted his offence and expressed honest regret. He tells of one lad brought before him who was much ashamed of what he had done, and who ended his plea for leniency in this unconventional form: "If you let me off this time, I'll bet you a shullin' I'll never come back." As the author adds, the lad did not propose to stake very much, but his intention was good. Of the difficulty in getting some witnesses to repeat the words of the oath correctly we are given a humorous account. One witness began, "I swear at Almighty God." The oath, it should be explained, is in Scotland administered to the witness not by the usher but by the judge himself, and in this connection the author recalls that after a hard day in court where he had been administering the oath to a number of witnesses, he made an amusing *faux pas* when he sat down to dinner in the evening. Being, as he says, old-fashioned enough to retain the practice of "asking a blessing" before his meal, he found himself on this occasion startling his guests by administering the oath to them instead of using his customary words for grace. But the work is packed with good things which will be heartily enjoyed, and we cordially commend it to the attention of our readers.

Palmer's Company Law. With an Appendix containing the Companies Act, 1929, and the Companies (Winding Up) Rules, 1929. Fifteenth Edition. 1933. By ALFRED F. TOPHAM, LL.M., Bencher of Lincoln's Inn, one of His Majesty's Counsel, and A. M. R. TOPHAM, B.A., of Lincoln's Inn, Barrister-at-Law. Medium 8vo. pp. clxxiv and (with Index) 783. London: Stevens & Sons, Ltd. 25s. net.

"Palmer" successfully achieves the difficult task of presenting a consecutive and readable account of a codified branch of the law without recourse to the easier but less attractive method of setting forth the relevant statute with copious notes on its sections; though this is not to say that from the practitioner's point of view the latter method may not have its advantages. The popularity of "Palmer" is attested by the fact that fifteen editions have now appeared within thirty-five years; and this new edition has been called for within three years from the appearance of the fourteenth. The latest decisions have been incorporated, and some new matter added, particularly in the sections on winding up. Some of the recent decisions might have received more than the brief mention accorded to them; for example, in the discussion on the rule in *Royal British Bank* v. *Turquand* (1856), 6 E. & B. 327, as affected by the decisions in *Houghton* v. *Nothard, Lowe & Wills* [1928] A.C. 1, and *Kreditbank Cassel* v. *Schenkers, Ltd.* [1927] 1 K.B. 826, a fuller consideration of *British Thomson-Houston Co.* v. *Federated European Bank* [1932] 2 K.B. 176, might well have been worth while; at least the learned reporter of that case considered that the whole position was worthy of review after the decision therein (see [1932] 2 K.B. at pp. 183-4). Again the guidance received from *Wm. C. Leitch Bros., Ltd.* [1932] 2 Ch. 71, over the then uncharted seas of s. 275 of the Companies Act, 1929, merited fuller recognition than the brief reference on p. 449, where both the case and the section are favoured with only one line of text. Another new section of the 1929 Act which might have been treated at greater length is s. 46, which authorises the issue of redeemable preference shares; these seem in practice to be of increasing popularity, and on the principle that "*omne ignotum pro magnifico est*," the difficulties arising under that section call for greater elucidation than can be forthcoming in eight lines of text (p. 79). In the chapter on Foreign Companies a reference might have been expected to the case of *Lazard Bros.* v. *Banque Industrielle de Moscou* [1932] 1 K.B. 617, affirmed in the House of Lords [1932] W.N. 265. Finally, one wonders whether in a work of this scope, which is not intended primarily for students, it is worth while to retain a chapter enumerating some forty-five leading cases in company law. These are, perhaps, not matters of the greatest importance, and the major qualities of this work need no emphasis.

Books Received.

Unemployment Insurance. By S. P. LOW, B.A. (Oxon), and ST. V. F. COULES, B.A. (Oxon), Barristers-at-Law. 1933. Demy 8vo. pp. xi and (with Index) 123. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

Urlin's Law of Trustees. Sixth Edition. 1933. By G. F. EMERY, LL.M., of the Inner Temple, Barrister-at-Law. Crown 8vo. pp. xi and (with Index) 135. London: Sir Isaac Pitman & Sons, Ltd. 3s. 6d. net.

Shareholders' Money. By HORACE B. SAMUEL, M.A. (Oxon), Barrister-at-Law. 1933. Demy 8vo. pp. xiii and (with Index) 392. London: Sir Isaac Pitman & Sons, Ltd. 15s. net

POINTS IN PRACTICE.

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Partnership — Death of A Partner — Dissolution — Winding Up.

Q. 2747. A, B and C buy a cinema providing a certain portion of the purchase money in equal shares and arranging with a bank as to the remainder. A buys out B some time ago. C has recently died and his personal representatives wish to dispose of his share in the cinema and get out of a joint and several guarantee for which his estate still remains liable to the bank. A has been approached, but makes no satisfactory offer. What is the best way to wind up the partnership. Can the personal representatives of C force a sale of the whole cinema ? If so, please state how they should proceed. There is no deed of partnership. The cinema was conveyed to A, B and C as joint tenants as part of their partnership property prior to 1926. A purchased B's share since 1925, and C joined in the conveyance.

A. It is suggested that an application be made to the court under s. 39 of the Partnership Act, 1890. The death of C terminated the partnership subsisting as between A and C (Partnership Act, 1890, s. 33 (1)), and on the dissolution of a partnership every partner is entitled, as against the other partners in the firm, and all persons claiming through them in respect of their interests as partners, to have the property of the partnership applied in payment of the debts and liabilities of the firm, and to have the surplus assets after such payment applied in payment of what may be due to the partners respectively after deducting what may be due from them as partners to the firm; and for that purpose any partner or his representatives may, on the termination of the partnership, apply to the court to wind up the business and affairs of the firm. The threat of such an application will probably bring A to make some more reasonable offer.

Adult Son as Defendant.

Q. 2748. A, aged seventy-seven, a widower, and in receipt of the old age pension, 10s. per week, had three sons, two of whom were not dependent upon him in any shape or form, but the third, B, aged forty-five, suffered from tuberculosis, and did a little work as a jobbing builder when his health and circumstances permitted. A was employed for the past five years at an hotel doing odd jobs in the garden and elsewhere about the premises, and he lived at the hotel from Saturday mid-day until the following Thursday night each week. On the Thursday night he used to go to the home of his son B, with whom he lived till Saturday mid-day, when he went back to the hotel, and he paid his son B his old age pension money, 10s. each week. A received no wages for his work at the hotel, but received his food and lodgings, and perhaps an odd 2s. 6d. now and again. Two months ago A got up on the Thursday morning to set the hotel fires going, and when going upstairs again to his bedroom fell down the stairs, got concussion, and died in hospital. Can B claim compensation, and if so, what amount ?

A. The Workmen's Compensation Act, 1925, s. 4, defines "dependants" as "such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman." In the present case there are practically no earnings in money, and the alleged dependency of B is based upon A's income other than his earnings, viz., A's old age pension. B therefore cannot claim compensation.

Husband and Wife—Persistent Cruelty—Time Limit—Corroboration.

Q. 2749. I am acting for a married woman who is applying to the justices for a separation order under the Summary Jurisdiction (Married Women) Act, 1895, on the ground of her husband's persistent cruelty, and, as it is alleged that acts of cruelty have been committed over a period of years, I should be glad to know whether there is any limit to the period in respect of which evidence of cruelty may be given. Also whether it is essential for the wife's evidence to be corroborated.

A. The application for the summons must be made within six months of the last act of cruelty alleged, but evidence of earlier acts may be given. Later offences revive earlier ones, see *Moss* v. *Moss* [1916] P. 155; *Collins* v. *Collins* (1884), 9 App. Cas. 236. Corroboration is not a requirement of law. It has been said that there "should" be corroboration in matrimonial suits before justices, *Forster* v. *Forster* (1910), 54 Sol. J. 403; *Williams* v. *Williams* (1928), 93 J.P. 32, and to act on evidence entirely unsupported is dangerous, *Williams* v. *Williams* (1932), 96 J.P. 267; but the law as to corroboration is the same in all courts, *Riches* v. *Riches* (1918), 35 T.L.R. 141. The conflicting evidence of the parties must be weighed, *C.* v. *C.* [1921] P. 399.

Alternative Notice to Quit—Agricultural Holding.

Q. 2750. A is the tenant of a house, garden and a strip of land. The strip of land is in fact a lane, and although it is private property it is used by the public as their right-of-way to church. It is enclosed by a gate at either end and contains about half an acre of grass land. Together with the house and garden there is about an acre. The lane is used by the tenant as a field and he puts his cows in to graze. B, the owner, gave A six months' notice to quit. A wrote to B that he claimed the holding was an agricultural one, and that therefore a twelve months' notice was required. B's solicitors subsequently send a twelve months' notice *before the expiration of the six months' notice*, but say in an accompanying letter: "Should, however, your contention be upheld by a court of law we beg to enclose a formal notice to quit on the 6th day of April, 1934, but this must not in any way be taken that the owner abandons the notice already served upon you; it is given without prejudice thereto." Proceedings are subsequently commenced on the first notice. We should be glad to know (1) whether in your opinion the alternative notice invalidates both, with authorities, and (2) any cases likely to help on the question as to whether the holding is an holding within the meaning of the Agricultural Holdings Act.

A. The whole question here is one of fact and reference should be made in the first instance to the definition of "holding" in s. 57 and then to s. 33, which gives that term an extended meaning for compensation purposes. We know of no decision directly in point, but reference should be made to *Re Lancaster and Macnamara* [1918] 2 K.B. 472, and *Re Russell and Harding* (1922), 128 L.T. 476. We think the alternative notice itself would be valid, assuming it was given not less than twelve months prior to 6th April, 1934. We do not think it invalidates the first notice; as to this, see Halsbury "Laws of England," vol. 18, p. 450, and cases there cited.

Notes of Cases.

High Court—King's Bench Division.

Clark *v.* Mead.

Acton and Finlay, JJ. 11th May.

Landlord and Tenant—Rent Restriction—Crown Property—Subsequently Sold to Private Owner—Rent Increased—Date of Fixing Standard Rent—Crown-owned Premises Not Affected by Rent Acts.

This was an appeal by the tenant, George Mead, from a decision given at Dartford County Court on an application to fix the standard rent of a dwelling-house, No. 171A, Upper Wickham-lane, Welling. The landlord was Frederick Henry Clark. The dwelling-house was erected by the Crown in 1916 for the occupation of munition workers, and was one of a group of buildings known as the "Welling Hutments." The premises in question had been let by the Crown to Mead on the 19th July, 1916, at a rent of 9s. 6d. a week. The house remained the property of the Crown until the 29th October, 1928, when it was assigned to Messrs. York, Gray and Gillet, who conveyed it to the present landlord, Clark, on the 1st January, 1931. Between July, 1916, and October, 1928, the rent was increased and decreased by the Crown on several occasions, and immediately before the transfer to Messrs. York, Gray and Gillet it was 7s. 3d. a week. By a notice dated the 2nd November, 1928, Messrs. York, Gray and Gillet determined the contractual tenancy and purported to increase the rent to an amount which was based on a standard rent of 9s. 6d. a week, but Mead contended that the standard rent was 7s. 3d. a week, and refused to pay the higher rent claimed first by Messrs. York, Gray and Gillet and subsequently by Clark; and in 1932 the landlord instituted these proceedings to have the standard rent determined. The county court judge held that the standard rent must be determined by reference to the first letting of the house by the Crown in 1916, and he accordingly fixed it at 9s. 6d. a week. The tenant now appealed.

Acton, J., said that it had been decided in *Wirral Estates, Ltd.* v. *Shaw* [1932] 2 K.B. 247; 76 Sol. J. 185, that the Rent Restrictions Acts did not affect premises owned by the Crown, even when they fell within the limits laid down by those Acts. The Court must therefore treat the letting by the Crown in the present case as having no effect in fixing the standard rent, and the appeal would therefore be allowed.

Finlay, J., concurred.

Counsel: *Sir Stafford Cripps*, K.C., and *S. Parnell Kerr*, for the appellant; *Chappell*, K.C., and *Russell Vick*, for the respondent.

Solicitors: *Cunliffes, Blake & Mossman*, agents for *Tolhursts & Tatham*, Dartford; *Attwater & Liell*, agents for *Baily & Goff*, Dartford.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Pearl Assurance Co. Ltd. *v.* Bromley.

MacKinnon, J. 17th May.

Industrial Assurance—Policy on Life of Grandfather for Funeral Expenses—Step-Grandfather not a Grandparent—Policy Void—Innocent Misrepresentation—Premiums Not Recoverable—Industrial Assurance Act, 1923 (13 & 14 Geo. 5, c. 8), ss. 3, 5 (1).

This was an award in the form of a special case stated by Sir George Stuart Robertson, K.C., Industrial Assurance Commissioner, which raised a question whether a step-grandparent was a grandparent within the meaning of s. 3 of the Industrial Assurance Act, 1923. The claimant, Irving Bromley, on the 17th May, 1924, signed with the Pearl Assurance Co., Ltd., a proposal form, which had been filled up by the company's agent, for a policy on the life of one George Dyson for funeral expenses, and declared and warranted by the proposal form that he was the grandson of George Dyson, and agreed that such proposal and declaration should be the basis of the contract between him and the company. The company, in pursuance of the proposal, issued a policy, dated the 26th May, 1924, which contained the following clause: "Provided always that this policy is granted upon the express condition that the same shall become void and all premiums paid hereunder be forfeited to the company if any . . . untrue averment be contained in the said proposal." In fact George Dyson was not the grandfather of Irving Bromley, but was his step-grandfather, the second husband of his mother's mother. Neither Irving Bromley, nor the company, nor its agents, knew at the time of the proposal or of the issue of the policy that George Dyson was not the grandfather of Irving Bromley. Both parties honestly believed that he was. In March, 1932, Irving Bromley discovered the true relationship and informed the company, and the company stated that they were willing either to allow the policy to continue or to pay the surrender value of it. Irving Bromley claimed from the company, under s. 5 of the Industrial Assurance Act, 1923, or, alternatively, at common law, a sum equal to the premiums paid by him under the policy, namely, £10 8s.

MacKinnon, J., said that the claimant Bromley had made an honest mistake. The ordinary rule was that a policy was illegal if the assured had no insurable interest, and the claimant had no insurable interest here unless he was protected by s. 3 of the Industrial Assurance Act, 1923, which allowed insurance against the funeral expenses of certain persons, including grandparents. The question on this part of the case was whether the word "grandparent" included "step-grandparent." He held that it did not. The word meant what it said, and did not include someone who had married a grandparent, and the policy was therefore void on the ground of no insurable interest. The question then arose whether the claimant could recover the premiums which he had paid. Section 5 (1) of the Act directed that the company must repay the premiums unless it was proved that the company had been misled by a false representation on the part of the proposer. He (his lordship) held that the false representation referred to in the section was any untrue statement, whether made innocently or fraudulently. So the claim under s. 5 failed. Then it was claimed, in the alternative, at common law that as the policy was void *ab initio* there had been a total failure of consideration, and the claimant must be entitled to recover what he had paid in respect of it. It was sufficient to say that a condition of the contract provided that in the event of any untrue averment premiums paid should be forfeited; those premiums were therefore forfeited and the claim at common law failed. The company had agreed to pay the costs of both sides.

Counsel: *A. T. Denning*, for the claimant; *Blanco White*, for the company.

Solicitors: *Fladgate & Co.; Kingsley Wood, Williams and Co.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Intract *v.* Intract, otherwise Jacobs.

Langton, J. 10th May.

Nullity—Incapacity—Practice as to Ordering Inspection of the Person—Objection on Behalf of Female Respondent of Unsound Mind—Medical Evidence Available *Aliunde*—Proposed Examination stated to be Injurious to Health—Power to Dispense with Usual Order.

This was a summons referred by the registrar to the judge and adjourned into court.

The male petitioner asked for a decree of nullity on the ground of the respondent's incapacity in that she had exhibited "invincible repugnance to the act of consummation associated with increasing hysteria and a marked perversion of her natural feelings." The respondent, who was a person of unsound mind defended by her guardian *ad litem*. Her answer denied incapacity in herself, and made a counter allegation of incapacity against the petitioner with a cross-prayer for a decree in her own favour. The usual summons was taken out on behalf of the petitioner for an order appointing medical inspectors, whereupon evidence was filed on behalf of the respondent to the effect that she was not now in a fit state to undergo inspection, and that any such inspection would have a serious effect on her mentally, but that evidence, the result of previous examinations of her physical condition, would be forthcoming if required for the purpose of the hearing of the suit. Counsel for the petitioner submitted that there must be an order for inspection following the practice carried down from the Ecclesiastical Courts. Counsel for the respondent submitted that inspection by order of the court was not obligatory, or a necessary part of the procedure.

LANGTON, J., in the course of delivering a considered judgment in which he reviewed the reported decisions and the statements of the principal text-writers on the subject, said that there was no support for the dicta found in certain decisions to the effect that an order for inspection of the person was a rule or practice of universal application. An examination of the authorities afforded support for the proposition that the court had a dispensing power as to ordering inspection, which was not universally obligatory, and that the court could proceed to a decision without inspection if there were sufficient materials available *aliunde*. In the special circumstances of the present case an order for the inspection of the respondent would be dispensed with, there being other medical evidence available, and there would be an order simply for the inspection of the petitioner.

COUNSEL: *F. Howard Collier*, for the petitioner; *Noel Middleton*, for the respondent.

SOLICITORS: *Needham & Barrow*, for *Waller & Milburn*, Sunderland; *Robinson & Bradley*, for *Smirk & Thompson*, Newcastle-upon-Tyne.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Mason *v.* Mason and Cottrill (Trist intervening).

Lord Merrivale, P. 15th May.

DIVORCE—COSTS—CROSS-PETITIONS—ORDER FOR WIFE'S COSTS—ORDER FOR INTERVENER'S COSTS AGAINST WIFE—ASSIGNMENT BY INTERVENER OF HER COSTS TO HUSBAND—HUSBAND'S SET-OFF AGAINST WIFE OF ASSIGNED COSTS—COURT'S DISCRETION AS TO SET-OFF—WIFE'S ORDER FOR SECURITY—SOLICITOR'S LIEN—GARNISHEE PROCEEDINGS—WIFE'S SOLICITORS NOT CREDITORS FOR PURPOSES OF R.S.C. ORD. XLV, r. 1.

This application arising out of the taxation of costs in the suit raised questions as to the validity of garnishee proceedings and as to set-off in the following circumstances: The wife had sued for restitution of conjugal rights, to which the husband set up just cause and made a charge of adultery against her. The wife subsequently filed a petition for divorce on the ground of adultery. The woman named intervened and the charges were denied. The husband filed a cross-petition for divorce citing the co-respondent, the charges in which he and the wife denied. In the result a jury found that adultery had been committed by none of the parties. The petitions for divorce were dismissed, the co-respondent being dismissed from the proceedings, with costs against the husband, and the intervener with costs against the wife. The wife was given her costs excluding those of the charges against the intervener. The intervener assigned her costs, taxed at £244, to the husband. The husband, in paying the wife's costs, deducted that amount from the sum of £366 said to be due to the wife's solicitors in respect of the wife's costs, over and above £340 lodged in court as security, which had been paid out to the wife's solicitors. The wife's solicitors proceeded to obtain a garnishee order *nisi* on the husband's banking account in respect of the balance of £244 withheld. The husband disputed the validity of the garnishee order on the ground that the wife's solicitors were not creditors for the purposes of R.S.C. Ord. XLV, r. 1, and claimed that he had satisfied his liability under his wife's order against him by the payment, allowing for the set-off of the intervener's costs assigned to him.

Lord MERRIVALE, P., in the course of delivering a considered judgment, said that in the every-day practice of the Divorce Division, an application by a solicitor for the payment of the wife's costs by the husband was taken to be the wife's application. If that were not so, it would appear that the wife's solicitor, without this conduct on his part as solicitor, might personally be condemned in the costs of an unsuccessful application. The person who was entitled to the garnishee order was the actual creditor. But the main question between the parties was that of the husband's right to set-off against his liability under the wife's order for costs against him the debt due for costs due from the wife to the intervener, which the intervener had assigned to him. That right to costs was a chose in action which the intervener had power to assign, and it had been duly assigned. (His Lordship here referred to R.S.C. Ord. LXV, r. 14, with reference to set-off and solicitors' lien.) Up to the amount paid into court as security for the wife's costs, £340, the wife was a secured creditor in respect of costs ultimately ordered to be paid by the husband, and the security enured for the benefit of her solicitors, and she was the husband's creditor for the unpaid balance of her costs, but not a secured creditor. Thus her solicitors could have no larger right than hers. The intervener's assignment to the husband of the wife's debt to her entitled him to rely upon that debt so assigned as a set-off against his debt of equal amount. The wife's solicitors, as such, had no valid claim to recover from the husband the sum in question. Taking into consideration the whole course of the litigation, and assuming the question of discretion to arise in respect of set-off as between the intervener and her assignee and the wife and her solicitors, that discretion would be exercised in favour of the husband. The garnishee order *nisi* would be discharged.

N.B.—On 31st May, the Court of Appeal, No. 1, Hanworth, M.R., Lawrence and Romer, L.JJ., affirmed the President's judgment in this case with costs.

COUNSEL: *H. B. D. Grazebrook* for the wife; *Hilbery*, K.C., and *T. Bucknill* for the husband.

SOLICITORS: *William White & Co.; Blundell, Baker & Co*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

	PAGE
Airedale Co-operative Worsted Manufacturing Society Limited, *In re*	267
Appeals of W. H. Cowburn and Cowpar, Ltd., *In re*: Alfred Bailey and William Henry Bailey, *In re*	64
Angell *v.* Burn and Others	337
Arcos, Limited *v.* E. A. Ronaasen & Son	99
Aslan *v.* Imperial Airways, Limited	337
Balden *v.* Shorter	138
Barras *v.* Aberdeen Steam Trawling & Fishing Co., Ltd.	215
Bonar Law Memorial Trust *v.* Commissioners of Inland Revenue	101
Borwick's Settlement, *In re*: Borwick *v.* Borwick	197
Broken Hill Proprietary Company, Limited *v.* Latham and Others	29
Bryce *v.* Bryce	49
Burnett Steamship Co. Ltd. *v.* Joint Danube and Black Sea Shipping Agencies	100
Burnham-on-Sea Urban District Council *v.* Channing and Osmond	177
Bush *v.* London County Council	388
Cadbury Brothers, Ltd. *v.* Sinclair (Inspector of Taxes)	138
Colclough *v.* Colclough and Fisher	338
County Borough of Gateshead (Barn Close) Clearance Order, 1931, *In re*	12
Crosse, *In re*: Crosse *v.* Crosse	116
Cuthbertson *v.* Parishioners of Little Gaddesden	268
Dawson *v.* Winter	29
De Borbon *v.* Westminster Bank, Limited: Banco de Vizcaya Claimants	285
Dodds, Alfred E., *In re* the Appeal of; McManus, *In re*	49
Donovan and Another *v.* Union Cartage Company, Ltd.	30
Epstein *v.* Lloyd	319
Glanely (Lord) *v.* Wightman (Inspector of Taxes)	215

	PAGE
Gooding *v.* Benfleet Urban District Council	177
Grundy *v.* Hewson	216
Hvalfangerselskabet Polaris Akieselshap *v.* Unilever Ltd.; Hvalfangerselskabet Globus Akieselshap *v.* Unilever Ltd.	388
Henry (Inspector of Taxes) *v.* Galloway	64
Horniman *v.* Horniman	158
Hyde *v.* White; White *v.* Hyde	251
Jay's Ltd. *v.* Jacobi	176
Keane and Others *v.* Mount Vernon Colliery Company	157
Kleinwort, Sons & Co. *v.* Associated Automatic Machine Corporation, Ltd.	12
Knott *v.* London County Council	318
Lakeman *v.* Corporation of Chester	198
London and North Eastern Railway Company *v.* Brentnall	116
Matthew Ellis Limited, *In re*	82
Medlicott *v.* Emery	389
Miller *v.* Pill	372
Milner *v.* Allen	83
Morriss *v.* Baines & Co., Ltd.	84
Mould *v.* Mould	117
Nathan *v.* Gulkoff & Levy Limited	355
Newte *v.* Newte and Keen	235
Ogden, *In re*: Brydon *v.* Samuel	216
Owners of s.s. "Anastasia" *v.* Ugleexport Charkow	12
Owners of s.s. "Liesbosch" *v.* Owners of s.s. "Edison"	176
Oxley, *In re*	11
Partridge Jones and John Paton, Ltd. *v.* James	100
Patrick and Lyon Limited, *In re*	250
Performing Right Society Ltd. *v.* Hammond's Bradford Brewery Co. Ltd.	286
Pounder *v.* London County Council	268
Prudential Assurance Co. *v.* Adelaide Electric Supply Co.	100
Quinlan *v.* Avis	355
Reidy and Others *v.* Walker and Others	267
Rex. *v.* Beadell	158
Rex *v.* Disney	178
Rex *v.* Evan Jones	236
Rex *v.* Manley	65
Rex *v.* Minister of Transport; *Ex parte* Grey Coaches, Ltd.	301
Rex *v.* Stringer	65
Rex *v.* William Bolkis	13
Rex *v.* Wilmot	372
Rhodesia Railways Ltd. *v.* Collector of Income Tax of Bechuanaland Protectorate	235
Russ and Brown's Contract, *In re*	371
Russian Bank for Foreign Trade, *In re*	197
Seaton *v.* Slama	11
Shingler (Inspector of Taxes) *v.* P. Williams and Sons	139
Shuttleworth *v.* Leeds Greyhound Association Ltd. and Others	48
Simpson *v.* Charrington & Co. Limited	251
S. Southern (Inspector of Taxes) *v.* A.B.; Same *v.* A.B. Limited	139
Stead Hazel and Co. *v.* Cooper	117
Stevens & Sons *v.* Timber and General Mutual Accident Insurance Association, Limited	116
Talbot, *In re*: Jubb *v.* Sheard	388
Taylor *v.* Taylor and Barclays Bank, Limited	319
Tea Trading Co. K. & C. Popoff, Brothers, *In Re*	215
Trenchard, H., as Liquidator of The National United Laundries (Greater London), Ltd. *v.* H. P. Bennet (H.M. Inspector of Taxes)	83
Walley *v.* United Dairies (Wholesale) Limited	251
Walters' Deed of Guarantee, *In re*; Walters' "Palm" Toffee Limited *v.* Walters	83
Wesleyan and General Assurance Society *v.* Attorney-General	48
White Sea Timber Trust, Limited *v.* W. W. North, Limited	30
Wiggins (Inspector of Taxes) *v.* Watson's Trustees	157
Williams *v.* Russell: Williams *v.* Watkins	198
Woodfield Steam Shipping Co. Limited *v.* Bunge, Etc., Industrial of Buenos Ayres	64
Worthington, *In re*: Nichols *v.* Hart	371

Societies.

The Law Association.

The annual general court was held in the new Court Room of The Law Society in Carey-street, on Wednesday, the 31st May, when the President, The Right Hon. Lord Blanesburgh, G.B.E., took the chair. The other members and solicitors present included: Dr. C. E. Barry (President of The Law Society), Master Pretor W. Chandler (Trustee), Mr. W. M. Woodhouse, Mr. J. E. W. Rider (Treasurers), Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. C. F. Pridham, Mr. John Venning (Directors), Mr. Stanley Hutchison, Mr. J. C. Brookhouse (Auditors), Sir Reginald W. Poole, Mr. E. R. Cook (Secretary of The Law Society), Dr. E. Leslie Burgin, M.P., and Mr. B. J. Airy, Mr. W. H. Brightman, Mr. E. E. Bird, Mr. G. M. Davey, Mr. K. A. Dowse, Mr. L. O. Eagleton, Mr. Geo. D. Elliman, Mr. Fredk. Hill, Mr. A. F. King-Stephens, Mr. C. B. Kitchin, Mr. W. D. Mercer, Mr. Andrew H. Morton, Mr. Chas. Lawson Smith, Mr. E. C. Stansbury, Mr. J. F. H. Templer. The Secretary having read the notice of the meeting and the minutes of the last court, the Chairman moved the adoption of the report and statement of accounts then presented to the meeting, calling special attention to the loss of income for the present year in consequence of the conversion of the Association's holding in War Loan, from 5 per cent. to 3½ per cent., which would mean a loss of £244 income as compared with last year. This was the more unfortunate as during recent years it had been more difficult for young members of the profession to make good, and the calls on the Association were more urgent than ever at the present time. The cases which came before them must of course make the greatest appeal to all the members of the profession, and while the funds were being so capably managed and assistance given with so much care it was incumbent on all members of the profession to help make up the loss of income in the present year by bringing in new members and by donations or increased subscriptions so that the help given with so much kindness and sympathy should not suffer a diminution for lack of funds. He wished also specially to call attention to the number of little children who were now with their mothers, dependent on the Association; he was interested to know that during the last few years a quite informal fund had been raised each summer for getting the little ones a short stay in the country, and he saw no reason why the Association should not have its own small holiday fund for the children, and he recommended that members should send a small contribution to the Secretary for this special object. The motion was seconded by the retiring Chairman of the Board, Mr. G. D. Hugh-Jones, who expressed the satisfaction to him and the board that the members recognised that the distribution for relief given was carried out with the utmost sympathy and consideration for the applicants. He thought it was only fitting that at their annual general court the members should acknowledge the very great debt of gratitude which they owed to the Secretary, Mr. Barron, for the kindness and tact he employed in this distribution. He desired to supplement the reference to the loss of income to the extent of £244 referred to by the Chairman, by a reminder that the bonus and commission on the conversion which had been included in last year would not recur in this year, so that the total diminution would be £448, a serious amount for them to make up. However, by a generous donation of 50 guineas from The Law Society, a substantial start had been made, and he would like and hoped to see very shortly the remaining deficit made up. The Right Hon. Lord Blanesburgh was re-elected President, and Mr. Justice Luxmoore, Mr. Justice Macnaghten, Sir Roger Gregory, and Sir John Withers Vice-Presidents. The Treasurers, Auditors and the Directors were also re-elected and the meeting closed with a hearty vote of thanks to Lord Blanesburgh moved by Dr. E. Leslie Burgin, M.P., who reminded them that an annual general court or meeting might be merely a matter of soulless routine, but the Chairman had shown that it could be dealt with with a human touch; Lord Blanesburgh demonstrated that not only was it a labour of love, but a love for their labour that had once more brought him so kindly to preside over the meeting.

The Gray's Inn Debating Society.

The first meeting of the Trinity Term will be held in the Common Room, Gray's Inn, at 8.15 p.m., on Wednesday, 14th June, when another debate will take place on the motion: "That the policy embodied in the White Paper (Command Paper 4268) is contrary to the interests of both India and Great Britain." This motion will be proposed by Mr. G. E. Rhodes (late H.M. Indian Service of Engineers), and opposed by Mr. K. K. Bhattacharya (Bengal Civil Service); Mr. Clive Tottenham (late Indian Police) will speak third, and Mr. Richard Taylour (Hon. Treasurer) will speak fourth.

University of London, University College.

SOME DEVELOPMENTS IN PRIVATE INTERNATIONAL LAW.

Professor P. Jolowicz presided at University College on 24th May, and Dr. C. J. Cheshire delivered a lecture on this subject. He said that the doctrine of renvoi had been finally decided not to be part of English law. When a British subject, domiciled in France (for instance), died intestate, it was doubtful which system of private international law the English courts should follow in administering the estate. The natural solution was to regard the expression "law of the domicile" as meaning the internal law only of France. The second solution was to assume that the doctrine of renvoi—or remission to the national law of the deceased—was recognised by English law and to distribute the property according to the Administration of Estates Act, 1925. The third solution was to interpret the "law of the domicil" as meaning the law which the sovereign of the domicil would administer in the case of the domiciled person. The English court would, therefore, apply the whole law of France, including its rules for the choice of law, exactly as a French court would. This third solution entirely eliminated the question of whether renvoi was part of English law. The cases of *In re Annesley* [1926] Ch. 692, *In re Ross* [1930] Ch. 377, and *In re Askew* [1930] 2 Ch. 259, had shown that the third solution must be adopted and that the doctrine of renvoi was no longer of practical interest to English lawyers, whose task was to ascertain how the foreign court would apply its own law in the wider sense. It was therefore left to the foreign court to

decide what legal system should furnish a solution, and the choice would vary according to whether the foreign court chose domicil or nationality as the test for regulating personal rights, and according to whether it accepted or rejected the doctrine of renvoi.

In the field of marital relations, the law relating to nullity suits had been settled to a considerable extent by *Salvesen* v. *Administration of Austrian Property* [1927] A.C. 641; *Inverclyde* v. *Inverclyde* [1931] P. 29; and *De Marsa* v. *De Marsa* (*The Times*, 31st March, 1931). Dr. Cheshire discussed the jurisdiction of English and foreign courts in relation to domicil. When choses in action, other than negotiable instruments, were assigned, a sharp conflict of opinion might arise over priorities. In spite of the opinions of Storey, Phillimore and Piccy, the view more or less consistently held by the judges had been that the governing system was the *lex actus*. The recent case of *Republica de Guatemala* v. *Nunez* (1927) would be a decisive authority if it could be interpreted as definitely choosing the *lex actus*. The case concerned the question of whether the validity of the assignment of a bank deposit was to be governed by English or by Guatemalan law. The Court of Appeal had held that it must be governed by the law of the place where the assignment was executed, but for widely different reasons. The *lex actus* did not emerge with flying colours from the decision and the principle was, in Dr. Cheshire's opinion, neither logical nor workable. As soon as there were two *leges actus* it broke down. The correct solution was, he suggested, that the assignment of a chose in action arising out of a contract was governed (as Foote had said) by the proper law of the contract, i.e., by the *lex actus* of the original transaction out of which the choses in action had arisen.

The B.Sc. (Estate Management) Club.

Among the guests at the Seventh Annual Dinner of the B.Sc. (Estate Management) Club, held at the Connaught Rooms on Friday, 26th May, were the Rt. Hon. Sir Thomas Inskip, Attorney-General, and Dr. C. E. Barry, President of The Law Society.

In reply to the toast of "The Bar" proposed by Mr. C. H. Pritchard, B.Sc., the Attorney-General spoke of the need for the highest qualification in professional life, and expressed his pleasure at being present at one of the early meetings of an institution of which the future was assured.

Mr. D. M. Lawrance, B.Sc., proposed the toast of "Our Guests."

In his reply Dr. C. E. Barry emphasised the advantages of the closest co-operation between the professions of the law and the land, and the desirability to all concerned of taking a broad view of their respective duties.

The President, Mr. W. J. L. Shepherd, B.Sc., responding to the toast of the "B.Sc. (Estate Management) Club," said that the club was unique in representing all the graduates in one branch of a faculty of a university. The policy of the club was directed to obtaining the fullest recognition of the standard and advantages of the degree of B.Sc. (Estate Management) as the highest qualification in the profession of the land.

Rules and Orders.

THE COUNTY COURT DISTRICTS (MISCELLANEOUS No. 1) ORDER, 1933. DATED MAY 31, 1933.

I, John Viscount Sankey, Lord High Chancellor of Great Britain by virtue of section 4 of the County Courts Act, 1888,* as amended, by section 9 of the County Courts Act, 1924,† and of all other powers enabling me in this behalf, Do hereby order as follows:—

1. The County Court of Cheshire held at Congleton and Sandbach shall cease to be held at Sandbach and shall be held at Congleton, by the name of the County Court of Cheshire held at Congleton.

2. The parishes set out in the First Schedule to this Order shall be detached from, and cease to form part of, the district of the said Court held at Congleton and Sandbach, and shall be transferred to, and form part of, the district of the County Court of Cheshire held at Nantwich and Crewe.

3. In the district of the said Court held at Nantwich and Crewe, as altered in pursuance of paragraph 2 of this Order Courts shall be held at Nantwich, at Crewe and at Sandbach, by the name of the County Court of Cheshire held at Crewe, Nantwich and Sandbach.

* 51–2 V. c. 43. † 14–5 G. 5. c. 17.

4. The County Court of Cheshire held at Congleton and the County Court of Cheshire held at Crewe, Nantwich and Sandbach shall have concurrent jurisdiction to deal with any proceedings which shall be pending in the said Court held at Congleton and Sandbach when this Order comes into operation:

Provided that the Registrar of the said Court held at Congleton, under the direction of the Judge, shall have power to determine in which of the said Courts any such proceeding shall be continued after the commencement of this Order.

5. The parishes set out in the first column of the Second Schedule to this Order shall be detached from, and cease to form part of, the County Court districts set opposite to their names respectively in the second column of the said Schedule, and shall be transferred to, and form part of, the County Court district set opposite to their names respectively, in the third column thereof.

6. The County Court of Lincolnshire held at Spilsby shall be held by the name of the County Court of Lincolnshire held at Spilsby and Skegness and Courts shall be held in that district at Spilsby and Skegness.

7. In this Order "parish" shall mean a place for which immediately before the 1st day of April, 1927, a separate poor rate was or could be made or a separate overseer was or could be appointed:

Provided that unless the contrary intention appears, the boundaries of every parish mentioned in this Order shall be those constituted and limited at the date of this Order.

8. This Order may be cited as the County Court Districts (Miscellaneous No. 1) Order, 1933, and shall come into operation on the 1st day of July, 1933, and the County Courts (Districts) Order in Council, 1899,‡ as amended, shall have effect as further amended by this Order.

Dated the 31st day of May, 1933.

Sankey, C.

First Schedule.

Alsagar, Betchton, Bradwall, Elton, Hassall, Moston, Sandbach, Tetton and Wheelock.

Second Schedule.

First Column. Parishes.	Second Column. County Court Districts.	Third Column. County Court Districts.
	Brecknockshire.	*Brecknockshire.*
Llanbedr Painscastle.	Hay.	Builth.
Llandeilo Graban.	Hay.	Builth.
	Herefordshire.	
Glascwm.	Kington.	Builth.

‡ S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev. 1904, III, County Court, E., p. 1.

Parliamentary News.

Progress of Bills.

House of Commons.

Dewsbury and Ossett Passenger Transport Bill.
Lords Amendments agreed to. [2nd June.
Finance Bill.
Reported, with Amendments. [1st June.
Local Government and Other Officers' Superannuation (Temporary Provisions) Bill.
Read First Time. [1st June.
Ministry of Health Provisional Order (Street) Bill.
Read First Time. [1st June.
Sea-fishing Industry Bill.
Read First Time. [1st June.

Legal Notes and News.

Birthday Legal Honours.

BARONS.

The Right Hon. GEORGE RICHARD LANE-FOX, J.P., D.L., M.P. for the Barkston Ash Division, 1906–1931. Called to the Bar by the Inner Temple, 1896. Parliamentary Secretary to the Mines Department, 1922–1924, and November, 1924, to January, 1928. Chairman of the Pig Products Commission, 1932, and of Fat Stock Reorganisation Commission. For political and public services.

Major-General The Right Hon. JOHN EDWARD BERNARD SEELY, C.B., C.M.G., D.S.O., Chairman of the National Savings Committee. Called to the Bar by the Inner Temple, 1897. For public services.

PRIVY COUNCILLOR.

Sir DENNIS HENRY HERBERT, K.B.E., J.P., M.P. for Watford since 1918. Chairman of the Committee of Ways and Means and Deputy Speaker of the House of Commons since September, 1931. Deputy Chairman, June, 1928, to June, 1929. Member of the Council of The Law Society. Admitted a solicitor, 1895.

KNIGHTS.

JOSEPH HENRY POLLOCK CHITTY, Esq., Chief Master, Chancery Division, Supreme Court of Judicature.

JOSEPH CHARLES MCGRATH, Esq., Clerk of the Peace and Clerk to the West Riding County Council. Admitted a solicitor, 1901.

ERNEST WINGATE WINGATE-SAUL, Esq., K.C., Umpire under the Unemployment Insurance Acts. Called to the Bar by the Inner Temple, 1897.

SYED ROSS MASOOD, Barrister-at-Law, LL.D., Vice-Chancellor of the Aligarh Muslim University, United Provinces.

JOHN MUSGRAVE HARVEY, Esq., Chief Judge in Equity and Senior Puisne Judge, State of New South Wales.

FREDERICK WOLLASTON MANN, Esq., Judge of the Supreme Court, State of Victoria.

WALTER CLARENCE HUGGARD, Esq., K.C., Attorney-General, Straits Settlements.

ORDER OF ST. MICHAEL AND ST. GEORGE.
K.C.M.G.

The Hon. THOMAS RAINSFORD BAVIN, K.C., formerly Premier of the State of New South Wales.

ORDER OF THE INDIAN EMPIRE.
C.I.E.

NASSERVANJI NAVROJI ANKLESARIA, Esq., M.L.A., Barrister-at-Law.

ORDER OF THE BRITISH EMPIRE.
C.B.E.

HENRY JOSEPH COMYNS, Esq., Assistant Solicitor, Ministry of Health.

JOHN FREDERICK GENNINGS, Esq., Barrister-at-Law, Director of Information and Labour Intelligence, Registrar of Trades Unions, and Commissioner of Workmen's Compensation, Bombay. Called to the Bar by the Middle Temple in 1911.

O.B.E.

FRANK WYNDHAM HIRST, Esq., Trust Officer, Public Trustee Office.

HUGH DE BOCK PORTER, Esq., Official Solicitor, and Assistant Steward of the Manors, Ecclesiastical Commission.

M.B.E.

EDGAR OWEN BYERS, Esq., Junior Examiner, H.M. Land Registry.

CLARENCE CLIXBY CARTWRIGHT, Esq., Principal Clerk, Bankruptcy Department, Supreme Court of Judicature.

DAVID JOHN JONES, Esq., Clerk and Solicitor to the Rhondda Urban District Council. Admitted a solicitor, 1923.

RAI BAHADUR BABU HARDEO PRASAD, Advocate, Fyzabad, United Provinces.

Honours and Appointments.

The King has been pleased to appoint Sir JAMES WILLIAM BLAIR, Chief Justice of Queensland, to be Lieutenant-Governor of that State and its Dependencies.

Mr. CHARLES DOW RICHARDS, former Premier of New Brunswick, has been appointed Judge of the King's Bench Division of the New Brunswick Supreme Court.

The Cærnarvonshire County Council have appointed Mr. E. E. R. Robyns-Owen, solicitor, Pwllheli, as coroner for South Cærnarvonshire in succession to his late father. Mr. Robyns-Owen was admitted a solicitor in 1924.

Professional Announcements.

(2s. per line.)

Messrs. SYRETT & SONS, of No. 2 John-street, Bedford-row, W.C.1, announce that they have taken into partnership as from the 1st April, 1933, Mr. REGINALD ALAN SYRETT, the elder son of Mr. C. G. Syrett, who was admitted in the year 1925 and who has been associated with them for the past fourteen years. The name of the firm will remain unchanged.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 15th June, 1933.

	Div. Months.	Middle Price 7 June 1933.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	109	3 13 5	3 8 10
Consols 2½%	JAJO	73xd	3 8 6	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	109¾	3 12 11	3 8 10
Victory 4% Loan Av. life 29 years	MS	108½	3 13 9	3 10 7
Conversion 5% Loan 1944-64	MN	116	4 6 2	3 4 11
Conversion 4½% Loan 1940-44	JJ	108¾xd	4 2 9	3 1 9
Conversion 3½% Loan 1961 or after	AO	99¼	3 10 6	—
Conversion 3% Loan 1948-53	MS	98	3 1 3	3 2 8
Conversion 2½% Loan 1944-49	AO	92½	2 14 1	3 2 1
Local Loans 3% Stock 1912 or after	JAJO	85xd	3 10 7	—
Bank Stock	AO	335½	3 11 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76xd	3 12 4	—
India 4½% 1950-55	MN	104½	4 6 1	4 2 6
India 3½% 1931 or after	JAJO	81xd	4 6 5	—
India 3% 1948 or after	JAJO	69xd	4 6 11	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 4
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	104xd	4 16 2	4 11 2
*Canada 3½% 1930-50	JJ	98xd	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99xd	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94xd	3 3 10	3 10 0
New South Wales 3½% 1930-50	JJ	92xd	3 16 1	4 3 4
*New South Wales 5% 1945-65	JD	103	4 17 1	4 13 4
*New Zealand 4½% 1948-58	MS	104	4 6 6	4 2 8
*New Zealand 5% 1946	JJ	107xd	4 13 5	4 5 9
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	110xd	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	104xd	4 16 2	4 11 2
*Tasmania 3½% 1920-40	JJ	98xd	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	99xd	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84xd	3 11 5	—
Birmingham 4½% 1948-68	AO	113	3 19 8	3 7 8
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98xd	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3 10 7	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	114	4 7 9	3 12 6
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	114½	4 7 4	—
Gt. Western Rly. 5% Preference	MA	86½	5 15 7	—
‡L. & N.E. Rly. 4% Debenture	JJ	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	70½	5 13 6	—
London Electric 4% Debenture	JJ	102½	3 18 1	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	94½	4 4 8	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	79½	5 0 8	—
Southern Rly. 4% Debenture	JJ	102½	3 18 1	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	89½	5 11 9	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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(Including 31 Cubicles for Paying Patients.)

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A copy of the Annual Report of the Hospital will be sent, together with any further particulars required, on application to the Clerk, Counting House, Guy's Hospital, London Bridge, S.E.1.

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Particulars and Conditions of Sale of the Solicitors: Messrs. Coward, Chance & Co., 30, Mincing-lane, E.C.3, and of the Auctioneers, 29, Fleet-street, E.C.4, and 26, Dover-street, W.1.

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The whole let at weekly rents amounting to
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Particulars and Conditions of Sale can be obtained from the Solicitors, GUSCOTTE, WADHAM, TICKELL & CO., 19, Essex-street, W.C.2, or from

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On THURSDAY NEXT, 15th JUNE, at 2.30.

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ABSOLUTE REVERSION on decease of life 58 to about £3,737.—Solicitors, Messrs. Dod, Longstaffe and Fenwick, 16, Berners-street, W.1.

ABSOLUTE REVERSION on decease of life 64 to about £2,400.—Solicitors, Messrs. Withers & Co., 4, Arundel-street, Strand, W.C.2.

REVERSION on decease of male 55, without issue, to 1/12th of property in Carmarthenshire.—Trustee, Dennis H. Morgan, Esq., F.C.A., 2, Windsor-place, Cardiff.

ABSOLUTE REVERSION on decease of life 76, to 1/3rd of property and Investments estimated at £10,000.

ABSOLUTE REVERSION to about £3,300 on decease of life 63.—Solicitors, Messrs. Oldfields, 36/37, Queen street, E.C.4.

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